

AGREEMENT

Between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 30, AFL-CIO**

And

CENTER FOR POLICING EQUITY (CPE)



JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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AGREEMENT

This Agreement entered into this 1st day of January 2025, by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the “Union”, and **CENTER FOR POLICING EQUITY**, hereinafter known as the “Employer.”

ARTICLE 1 – PREAMBLE

Section 1. The purpose of this Agreement is to set forth the understanding between the Employer, its bargaining union employees and the Union, and to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently under competitive conditions while providing the employees with good wages and working conditions in accordance with the language of this Agreement, and to facilitate orderly adjustments of grievances, complaints and disputes which may arise from time to time between the Employer and the Union.

Section 2. The spirit of this Agreement is one whereby the Employer will deal with its employees honestly and fairly, consistent with sound business principles in accordance with the language of this Agreement. The employees will reciprocate by performing their duties with diligence, competence, and honesty, rendering a full day’s work for a full day’s pay. This Agreement is entered into in consideration of mutual performance thereof in good faith by the parties.

ARTICLE 2 – RECOGNITION

Section 1. The Employer agrees to recognize the Union, its designated agents and representatives, and its successors as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the Jurisdiction of this Agreement.

Section 2. The Employer agrees to recognize Local No. 30 as the bargaining representative as outlined in the NLRB Voluntary Recognition Notice (VR # 1-3451974001), including any future offices or operations established with personnel performing substantially the same work as is performed in its existing offices or operations.

Section 3. All present employees who have become members of or have applied for membership in the Union shall maintain membership therein as a condition of employment.

Section 4. All future employees hired by the Employer shall, on the thirty-first (31st) day following the beginning of their employment, become and remain members in good standing as a condition of employment.

ARTICLE 3 – UNION DUES CHECKOFF

Section 1. The Employer shall deduct from each Union member’s wages, the amount of Union dues and initiation fee uniformly required by the Union of all employees covered by this agreement who voluntarily agree to a written assignment which shall be irrevocable until the termination of this agreement.

- Section 2. The Employer will offer each new employee a written authorization for dues deductions on a form supplied by the Union. Upon receipt of a signed written authorization or electronic authorization from the employee, the Employer shall deduct the Union initiation fees and dues from the wages of each employee. The employer agrees to forward such initiation fees and dues to the Union monthly.
- Section 3. This article shall apply in all states where allowed by law on the effective date of this contract.
- Section 4. If during the term of this contract, the Union shall become duly authorized under the laws of another state to enter into this type of union security agreement, the effective date of this Article as to Employees in that state shall be on the thirty-first (31st) day after the Employer receives notice from the Union that it is qualified to enter into such an agreement in that state.
- Section 5. The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination. The Employer shall also provide, on a monthly basis, the name(s), addresses, and classifications of employees who were previously ineligible to be members of the Union but who have become eligible for such representation due to a change in job status.
- Section 6. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in reliance upon the check off authorization and Union security provisions of this Agreement; provided, however, that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.
- Section 7. Voluntary contributions requested by an employee for the J. B. Moss Voice of the Electorate (VOTE) Fund shall be deducted from the employee's pay and forwarded to the Union as such upon receipt by the Employer of the proper authorization card provided by the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

- A. The Organization reserves and retains, solely and exclusively, all of its inherent rights to manage the organization. The Company alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its organization.

Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to redetermine the number and locations of its operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees and positions to determine the size and composition of its work force;

to determine production and work schedules and methods of work and production; and type of equipment, materials and supplies to be used or operated the services to be rendered or supplied; to hire, promote, transfer, assign, layoff, and recall employees to work; to reprimand, discharge, or otherwise discipline employees for just cause, to determine and make the assignments of work; to schedule the hours and days to be worked on each job; to discontinue or transfer all or any part of its operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to determine the amount of supervision necessary to control and regulate or discontinue the use of supplies, equipment, owned, used, leased or possessed by the organization; to establish, practices and procedures for the conduct of business and, from time to time, to change or abolish such policies, practices and procedures; and promulgate, continue, amend, and enforce reasonable work rules and rules of conduct, including but limited to, those found in the Employer's Employee Handbook, generally to manage the operation and direct the workforce, not in conflict with the express provisions of this Agreement.

- B. Except which is not in conflict with this agreement, delegated, granted or modified by this Agreement, or by any supplementary agreements that may be made hereinafter, all of the rights, powers and authority of the Employer are retained by the Company.

ARTICLE 5 – NONDISCRIMINATION

Neither the Union nor the Employer, in carrying out its obligations under this Agreement, shall discriminate unlawfully against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental status, physical disability, mental disability, genetic information, gender identity, gender expression, veteran status, or other status protected by applicable federal, state, or local laws.

ARTICLE 6 – WORKPLACE HARASSMENT

CPE is committed to providing a work environment that is free from all forms of harassment and retaliation. This applies to all aspects of employment. CPE will make every effort to ensure that all employees are aware that every complaint received will be promptly, thoroughly, and impartially, investigated and resolved appropriately.

ARTICLE 7 – WAGE SCALES AND CLASSIFICATIONS

Section 1. It is expressly agreed that the wage scales herein provided are the minimum scales. No clause in this Article shall at any time be so construed as to reduce employee's pay or increase their working hours. Nor can it be construed that an employee may not obtain a salary above the minimum, be granted an increase in pay before periods specified, or be advanced or promoted in the service of the Employer.

Section 2. The Union agrees that the union employees can participate in the Employer Bonus Program subject to the same terms and conditions as generally applicable to non-union, as may change from time to time.

Annual Pay Increases

Effective January 1, 2025, all classifications have received an annual salary increase addressed in the 2025 Memorandum of Understanding wage increase of 3%.

Upon ratification, all employees shall receive a ratification bonus of \$1,500.

Effective January 1, 2026, all classifications will receive an annual salary increase of 4.0%

Effective January 1, 2027, all classifications will receive an annual salary increase of 4.0%

Additional Wage Language

When management revises a job description or introduces significant* new responsibilities that change the fundamental nature or scope of the position, management will notify the union of its new revision or new tasks. At the Union's request the Employer will meet and discuss the changes. For clarity, changes in reporting relationships, team assignments, or organizational structure that do not materially alter the fundamental nature of the position shall not constitute a revision to the job description requiring Union notice.

In the event the Employer establishes a new job classification during the term of this agreement the rate of pay for the new position shall be discussed between the Employer and the Union. The Employer will consider information the Union may put forth for the role including market comparison for like jobs.

*Significant is defined as 30% or more of your time being reallocated to new tasks.

ARTICLE 8 – HOURS OF WORK

Section 1. CPE's normal hours of operations are from 9:00 a.m. to 5:00 p.m. Monday through Friday in all US time zones. An employee's time zone is determined by their home address on record, unless there is pre-approval from an employee's manager.

When an employee travels to a different time zone, the 9:00 a.m. to 5:00 p.m. hours of operation will apply to that time zone as long as the employee's working hours are in the following time zones: Eastern, Central, Mountain, or Pacific.

Section 2. Overtime compensation is paid to non-exempt (hourly) employees who will be paid at time and one-half (1.5 times their regular hourly rate) for any hours worked over eight (8) hours a day or more than forty (40) hours per week. Paid time off for holidays, sick time, vacation, or other time off is not considered as part of the forty (40) hours worked in any week.

Overtime work performed must receive the manager's prior authorization.

Section 3. Non-Exempt (hourly) Employees are required to take thirty (30) minute meal breaks up to one (1) hour unpaid and two fifteen (15) minute rest periods at the expense of the employer.

Section 4. Flexible Scheduling is one in which employees disperse their work schedules outside of CPE's normal hours of business operations (Monday-Friday from 9 a.m. to 5 p.m.). Flex scheduling allows employees flexibility when circumstances arise.

Requests for flex scheduling will be considered at the discretion of the employee's Vice President. Approval will be based on operational needs.

ARTICLE 9 – TELECOMMUTING/REMOTE WORK

Section 1. Telecommuting or Remote work is defined as regularly working from home or some other alternate work site. While working remotely, employees will adhere to company policies, around conduct, confidentiality, sick and safe leave and working hours.

Section 2. As a remote-first organization, CPE offers all employees the opportunity to work and collaborate remotely. CPE will provide the computer technology and software access needed for an employee's specific role. CPE will replace that laptop every three (3) years if the budget is available to cover the purchase.

Employees should make sure that their workspace is equipped with any other necessary technology and that the technology is properly installed and functioning. Employees are also expected to have a sufficient internet connection to perform the work and collaborative events required by their role.

Section 3. CPE will reimburse employees up to one hundred dollars (\$100) for internet and up to one hundred dollars (\$100) per month for cell phone service.

Section 4. Non-taxed reimbursements will be provided to remote employees for home office setup and refresh. Year one employees will receive up to one thousand (\$1,000) onboarding setup reimbursement and up to five hundred (\$500) home office refresh every three years.

A remote work stipend of eighty (\$80) dollars per month subject to tax deductions will be provided to all employees.

Section 5. Remote Work While Traveling Internationally

Employees are required to give advance notice no later than thirty (30) days before the employee's departure date for approval if they anticipate working remotely while traveling outside of the United States for longer than four (4) weeks.

Due to heightened information security risks when employees travel internationally, employees should not bring a CPE-issued laptop abroad unless it is necessary for the trip. Prior to taking a CPE-issued laptop abroad, employees must first consult with the Information Technology team regarding the appropriate security precautions. Depending on the countries to which the user intends to travel, it may also be necessary to take special precautions with respect to any smartphone or tablet normally used for mobile email communications.

Employees traveling to potentially high-risk countries may not take their CPE-issued laptops with them. A potentially high-risk country is one for which the U.S. State Department has issued a warning or travel advisory. Please see U.S. Department of State, Alerts and Warning information.

<http://travel.state.gov/content/passports/english/alertswarnings.html>.

ARTICLE 10 – ATTENDANCE AND PUNCTUALITY

Section 1. All CPE employees are expected to:

- Perform work during regular business hours, unless excused by their Supervisor/Manager.
- Conclude work at the scheduled end of work hours.
- Be present (includes online presence) and available for all scheduled workdays.

Section 2. In the event an employee is going to be tardy or absent for any reason, the employee must provide as much notice as possible to their Supervisor/Manager, so that arrangements can be made to cover those job responsibilities, as necessary.

Section 3. In the event an employee is not present and available for their scheduled work hours, and they do not call in or inform their Supervisor/Manager for three (3) consecutive days, they will be considered to have abandoned their job, which will be considered voluntary resignation for unemployment purposes.

In the event extenuating circumstances arise such as hospitalization, incarceration or a natural disaster and the employee can provide documentation, the employer shall consider the 3-day rule waived.

ARTICLE 11 – SENIORITY

Section 1. Seniority is defined as continuous service in a calendar month from the date of hire within the bargaining unit with the Employer.

Section 2. Continuous employment for the purposes of seniority shall be deemed to be broken for the following reasons:

- a. If the employee quits.
- b. If the employee is discharged and the discharge is not reversed through the grievance procedure.
- c. When an employee is laid off and fails to return to work within five (5) working days after being notified by the Employer by registered mail and a returned receipt has been signed, and after they have been notified by e-mail and phone.
- d. Retirement.
- e. An employee is laid off or absent from work for more than two (2) years.

ARTICLE 12 – PROBATIONARY, TEMPORARY AND PART-TIME EMPLOYEES

Section 1. All employees shall be regarded as probationary employees during the first ninety (90) calendar days from the date of hire. The Employer may retain or discharge employees during or at the end of the probationary period with or without cause. At the close of the probationary period, the employee shall be considered a regular employee and shall be entitled to all contract benefits.

The probationary period may be extended for an additional thirty (30) days to further evaluate the employee if the employer deems necessary, and by mutual agreement with the Union.

Section 2. Temporary employees will be so designated on the records of the Employer at the start of employment. The Employer will use temporary employees in cases of extreme need to fill in for regular employees who are out of work temporarily or for a grant that has a specific timeframe stipulation not to exceed 12 months. Temporary employees shall not continue for more than 12 calendar months without mutual agreement between the Employer and the Union. The Employer shall not be required to provide group medical benefits to such employees unless/until they become regular employees. Upon such hire into a regular position in the bargaining unit, the time served as a temporary employee shall count for the purposes of calculating seniority. Temporary employees do not receive benefits, holiday pay or vacation accrual.

Section 3. Regular part-time employees are covered by all conditions as set forth in the Agreement for regular employees in proportion to time worked.

Regular Full-time employees are defined as employees who are generally expected or required to work at least forty (40) hours per week.

ARTICLE 13 – SUBCONTRACTING/OUTSOURCING

Section 1. For the purpose of preserving job opportunities for the employees covered by this Agreement the Employer agrees that work recognized as bargaining unit work, or hereafter assigned to the bargaining unit, shall not be subcontracted or outsourced if the work would result in a reduction of the workforce or layoff or reduce the number of union positions or positions that would perform substantially the same work.

Management will notify the Union on a quarterly basis of the number of temporary employees and/or subcontractors who are performing bargaining unit work, the needed duration as well as their classification and department/function.

ARTICLE 14 – HOLIDAYS

Section 1. All regular employees shall be entitled to the following holidays with pay:

Martin Luther King Day
President's Day
Memorial Day
Juneteenth Week
Fourth of July
Labor Day
Veterans Day
Indigenous Peoples Day
Election Day
Thanksgiving Week
Christmas Eve through New Years Day

Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday, at the option of the Employer. This list does not exclude the employer from granting additional holidays.

Section 2. Probationary employees and employees on leave of absence will not be eligible for paid holidays.

Section 3. A regular part-time employee shall be paid at the regular pay for a holiday on a pro-rata basis consistent with the employees' normal hours of employment for the day on which the holiday is observed.

ARTICLE 15 – SICK AND SAFE LEAVE

Employees may use sick and safe time for the following qualifying absences and any absences required by federal, state, or local law:

- Medical appointments for yourself or family members
- Your personal illness or injury, or that of a member of your family
- Bereavement
- Specified purposes if you or your family member is the victim of domestic or sexual violence, abuse or stalking

If the need for sick or safe leave is foreseeable, employees should provide advance notice. Foreseeable sick or safe leave should be arranged with the employee's manager in advance and scheduled at a time that causes the least amount of interference with workloads. If the need for sick or safe leave is unforeseeable, the employee should provide notice to their manager as soon as possible.

All full-time employees are eligible for up to 20 days of sick and safe time annually. Up to 10 days may be used for bereavement in a calendar year.

Sick and safe leave is front-loaded annually for full-time employees and is accrued hourly for part-time employees. Employees may immediately use sick and safe time upon hire.

- For the purpose of this policy, full-time is defined as employees who are generally expected or scheduled to work at least 30 hours per week.
- Part-time employees will accrue sick and safe time off at a rate of 1 hour per every 30 hours worked (0.035 hours/1 hour worked).

An employee must use all available sick leave and safe time before any unpaid time for sick or safe leave reasons will be granted. Sick and safe leave may be used in half-day or full-day increments. If sick and safe time is needed in less than half-day increments, the employee shall be permitted to use flexible scheduling to make up that time in coordination with their manager.

Illness beyond three consecutive workdays requires medical verification to support the absence.

Failure to provide requested documentation within seven days after the request is made may result in considering the absence(s) when determining if an employee has been excessively absent and could result in disciplinary action.

Sick and safe days do not roll over from one year to the next for full-time employees.

Sick and safe leave does roll over from one year to the next for part-time employees up to 80 hours in California and Oregon and up to 64 hours in all other states.

Unused sick and safe time is not paid out upon termination of employment and is forfeited.

ARTICLE 16 – VACATION

Section 1. Vacation time is earned and accrued daily beginning with the employee's first day of employment at a rate of 1.5 days (12 hours) of paid vacation time per month up to 18 days (144 hours) per calendar year. Vacation time does not accrue while an employee is on leave.

Section 2. Unless otherwise specified by state law, employees are not eligible to accrue more than 144 hours of vacation time, and no more than 40 hours of accrued vacation time will be carried over to the following calendar year. Vacation carryover will be administered automatically on January 1st.

Section 3. Vacation days should be requested at least two weeks in advance, and should be scheduled at a time that causes the least amount of interference with workloads.

Section 4. When a holiday occurs on a working day during an employee's vacation, the holiday is not counted as a day of vacation.

Section 5. Employees' accrued and unused vacation time will be paid out upon termination.

Unless otherwise provided in this Handbook or your State Supplement to this Handbook, an employee must use all available vacation days before any unpaid time is granted.

Up to 5 vacation days (40 hours) may be used prior to the time they are earned, provided that upon termination or resignation of employment, an employee must reimburse CPE for any unearned vacation time that had been paid. Human Resources must approve vacation time that a new hire requests prior to their start date but that will occur after an employee's hire date.

Requests for vacation may be denied by the manager if another employee has already scheduled vacation at the time you request, or if there are other business conflicts with the requested time. If there is a vacation scheduling conflict, scheduling is determined based on the employee's position and responsibilities and who made the vacation date request first.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Bereavement:

An employee who is absent due to a death may use their sick and safe leave for funeral and bereavement for a death in their immediate family, non-immediate family or employee's pregnancy loss (including miscarriage or stillbirth).

Bereavement leave may be used for a total of up to 10 days per calendar year from the employee's sick and safe leave bank.

Relationship: Immediate Family Member (spouse, registered same-sex partner, child/stepchild, parent/stepparent, brother/stepbrother, sister/stepsister, grandparent, great-grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law)

Note: For purposes of this policy, "child" also includes an adopted child and a child for whom the staff member was a legal guardian.

Relationship: Non-immediate family refers to extended relatives, such as aunts, uncles, nieces, nephews, cousins, friends and others.

Should additional paid time off be necessary for bereavement, the employee may request additional time off from the employee's vacation bank or take unpaid time off. CPE shall not unreasonably deny unpaid time off.

CPE may require documentation such as an obituary notice to prove eligibility for bereavement leave.

Section 2. Jury Duty:

When an employee is summoned for jury duty, they must provide the jury duty summons to Human Resources and their manager within 10 days of the date of issuance so they can accommodate their absence. CPE shall follow all local, state, and federal laws for jury duty release.

Employees are expected to provide verification of their service, including fees received for jury duty service.

Employees will be paid their full salary less jury duty fees for any week in which they performed work and missed work due to jury service.

Section 3. Union Leave:

If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30, including conventions and conferences, the employee may be granted a reasonable time off without pay, at the option of the Employer, provided no more than one (1) employee may be absent at any single time for no longer than a five (5) day period, and in any event shall be granted only when there will be no adverse effect on business operations as a result of the absence.

Section 4. Military Service:

The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides employees who serve on active duty with special protection regarding job security and employment discrimination in their civilian positions.

The Employer agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and its judicial interpretations with respect to leaves of absence due to military service. Before an employee is granted absence, however, they shall furnish official evidence that they have been ordered to duty for the period requested.

A spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves, who is on leave from deployment during a military conflict is eligible for ten (10) unpaid leave days.

Section 5. Parental Leave:

Parental leave is provided to bond with a child during the first twelve (12) months after the birth, adoption, or fostering of a child. Employees will be provided with twelve paid work weeks in a one-year period after the child's birth, adoption, or foster care placement. This time shall not be deducted from the employee's sick and safe leave or vacation. CPE will provide full-time employees (30 hours per week) who have worked for CPE for at least one year with up to twelve (12) weeks of parental leave before or after the birth, adoption, or fostering of a child.

For employees who have worked with CPE for less than one year, paid parental leave time will be prorated to be equivalent to 0.67 weeks of leave per month of service to a maximum amount of two months.

The adoption of a spouse's or partner's child/children is excluded from this policy. If both parents are employed at the organization, they are eligible to receive a combined total of 12 weeks of paid parental leave.

In order to qualify for parental leave to bond with a new child under this policy, employees located in jurisdictions with paid family leave programs must apply for the applicable state paid family leave benefit and (if necessary) provide notice to CPE of their benefits.

If state paid leave is taken for a reason that also qualifies for benefits from a short-term disability policy, long-term disability policy, or a separate Company bank of time off solely for the purpose of paid family and medical leave, the Company will count both the wage replacement amount and the duration of the state paid leave towards the limits included under such policies.

An employee affected by pregnancy, childbirth, or related medical conditions shall be allowed to continue working with reasonable accommodation if needed. Upon the advice of the employee's healthcare provider, the Employer must provide reasonable accommodation.

Employees must indicate in writing their desire to return to their former position upon exhaustion of all protected leaves.

Employees who return from parental leave may take reasonable unpaid time when breastfeeding to express as needed up to one year, or more, after the birth of a child.

CPE will continue to pay the employer portion of health benefits for the duration of leave.

Section 6. Family & Medical Leave:

If an employee has completed twelve (12) months of service with CPE and has worked at least 1250 hours in the last twelve (12) months, they are eligible to take up to twelve (12) weeks of job protected, unpaid leave per calendar year for:

- Medical Leave to care for your own serious health condition.
- Family Medical Leave to participate in providing care, including physical or psychological, for a family member with a serious health condition.

Family members are defined as follows:

- Child, regardless of age, biological, adopted, fostered, stepchild, legal ward, or child you stand in loco parentis.
- Spouse or domestic partner.
- Grandparent, grandparent in-laws.
- Grandchild
- Sibling

Any individual related by blood or whose association with the employee is equivalent to a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employee may designate one person per twelve (12) month period for family care and medical leave.

Although CPE is not covered by the federal Family and Medical Leave Act (FMLA), it is the policy of CPE to allow such employees who meet other FMLA eligibility requirements to take unpaid leaves of absence consistent with federal FMLA entitlements. CPE will make reasonable efforts to ensure that an employee's position is available to them at the end of such leave. In circumstances where

unpaid leave is required for longer than 12 weeks, job protection may not be guaranteed. This leave runs concurrently with any leave taken pursuant to CPE's paid parental leave program, extended uses of paid sick leave, or short-term disability coverage.

Section 7. **Voting Leave:**

In the event that an employee expects a conflict with voting in person, they should notify their supervisor in advance so that schedules can be adjusted if necessary. Employees will receive up to three (3) hours of pay to vote.

ARTICLE 18 – VACANCIES/PROMOTIONS/TRANSFERS

Section 1. **Vacancies:**

When a newly created union position or union job vacancy arises due to an employee's resignation or departure from the company, the employer will internally post the job for five (5) business days and notify all employees via email. In the event a position is posted, and no internal applicant meets the posted qualifications after five (5) business days of internal posting, the Employer may post a vacant position externally.

Section 2. When more than one (1) employee applies for any newly created position or union job vacancy, seniority shall be given the primary consideration in the selection where qualifications, skills, and ability are relatively equal.

Section 3. The Employer shall notify the Union of all union job vacancies or newly created union jobs/positions.

Section 4. **Promotions:**

A promotion is defined as the elevation of an employee's job level or position. Often it involves increased responsibility, authority, compensation and a change in job title. Promotions are not necessarily reliant on a union job vacancy.

Promotions may be recommended in alignment with the biannual performance evaluation process. The Employer will notify bargaining unit employees of promotion opportunities within their department as they arise. When promotional opportunities arise in a department the manager will post and interview for the promotion within that department. In the event of a critical organizational need, such as a vacancy that must be urgently filled or a critical operational gap, managers may recommend promotions outside of the standard promotion cycle. These emergency promotions should be justified based on business necessity.

When two or more internal candidates are considered for a promotion into a different position and they have relatively equal qualifications and skills, seniority shall prevail.

Employees are eligible for a promotion after 12 months in the role. Business and operational needs may cause the employer to consider promoting an employee earlier than 12 months.

Each employee will have a job title and job description. All Union employee job descriptions shall be made available to bargaining unit employees on the

Employer's HR Platform and to the Union upon request. If an employee believes they have routinely been performing work at a higher classification for six months, they may request that their job be assessed. To assess the job, the employee will submit a job reclassification request form to People Operations. People Operations will forward job reclassification requests to the Union upon receipt. Form review will be required of their manager and department head. The employee, management, People Operations, and the Union will review the request and schedule a reclassification meeting within thirty (30) days of form submission. Retroactive pay may be discussed at the reclassification meeting. A final decision shall be made within ten (10) business days of the reclassification meeting, and the Union shall be provided with a copy of the decision and justification. In the event that it's determined the job should be reclassified at a higher level, the employee will receive a promotion. The job reclassification meeting shall not result in demotion.

To the extent that budget and business operations allow, the employer shall provide the affected employee with training, so the employee may adapt to the promotional changes.

Section 5. Transfers:

If it is determined that an employee is to be transferred to meet the business and operational needs of CPE, the employer shall meet with the Union to determine the impact of such changes before they can be made.

Section 6.

If the need for a position is eliminated, the Employer will notify the Union of its intent to reassign an employee to another position within the organization that is of the same job classification. The Employer will notify the Union thirty (30) days prior to interdepartmental transfers going into effect.

Should there be a vacancy of the same job classification in another department, an employee may request a transfer. The transfer request will be reviewed and a decision made within thirty (30) days. To determine readiness for another role, the skills gap analysis procedure, which will include self-assessments, manager feedback, and performance reviews, will be followed to ensure that an organization has the right capabilities in place to meet its current and future objectives. When more than one (1) employee applies for any transfer, seniority shall be given the primary consideration in the selection where qualifications, skills, and ability are relatively equal.

Eligibility criteria to be eligible for an internal transfer, employees must:

- Have completed their six-month probationary period
- Meet the qualifications and experience required for the new position.
- Not be under any active disciplinary action for the previous 12 months

Lacking the necessary skills or job-related qualifications may eliminate an individual from further consideration.

The manager(s) of a transferring employee should ensure that the employee has fully transferred to the new position within a period of thirty (30) days. The

Employer will provide the affected employee with adequate training, so the employee may adapt to the changes.

ARTICLE 19 – LAYOFFS/RECALL/SEVERANCE

The criteria for selecting employees for layoffs will be determined by these factors collectively:

- Skills and Qualifications: Retaining employees with critical skills (directly tied to meeting requirements of grants/funding) or certifications may be necessary for operational continuity. Critical skills are those that directly tie to meeting the requirements of grants/funding.
- Seniority: Employees within their six-month probationary period will be the first to be laid off. Employees will be laid off according to their seniority based on date of hire and job classification. Employees may exercise seniority earned in another department to displace a less senior employee in that department provided that (1) the more senior employee has the ability and is capable and willing to perform work available in that department at the pay in the applicable classification and that (2) management determines the employee can demonstrate the ability to perform the work within a customary period needed to train for the position.
- Performance: Performance metrics

Reduction in Force

A reduction in force is a permanent separation of employees due to organizational downsizing, restructuring, or elimination of positions. It indicates that the affected roles are no longer required.

A reduction in hours or reassignment will be considered for employees prior to termination notices being given.

Section 1. In the event of layoffs due to a reduction in force, probationary employees will be the first to be laid off. Seniority (within the same job classification) will always prevail. The Employer will notify the Union with four (4) weeks' notice before layoff notices are given.

When it becomes necessary to lay off employees, they will be laid off according to their seniority earned in that job classification. Employees may exercise seniority earned in another department to displace a less senior employee in that department provided that 1) the more senior employee has the ability and is capable and willing to perform work available in that department at the pay in the applicable classification and that 2) management determines the employee can demonstrate the ability to perform the work within a customary period needed to train for the position.

Section 2. Healthcare benefits will be paid by the Employer for one (1) month after layoff. All earned vacation and banked vacation will be paid out at the employee's current rate of pay in addition to the severance benefit below, at the time of separation.

The minimum severance payout is three (3) weeks, and the maximum is five (5) weeks. The Employer agrees to pay unemployment claims in accordance with all state and federal laws.

The benefits will be calculated as follows:

Tenure (Years)	Severance Pay
Less than 2	3
2-4	4
5+	5

Section 3. Regular, full-time employees who are laid off will be paid severance benefits in accordance with Section 2 of this Article herein.

Section 4. **Recall**

A recall occurs when a position that was eliminated is restored within two (2) years of the effective date of the layoff (i.e., the employee's termination date). An employee is eligible for reinstatement to the restored position for two (2) years after the effective date of the layoff.

Employees laid off will be recalled to their job classification in the reverse order in which they were laid off. If more than one employee held the position title that is being restored, the offer of reinstatement will be in reverse order of layoff; the last employee laid off will be the first employee offered reinstatement. If an employee rejects an offer of reinstatement, they will lose eligibility for reinstatement.

If an employee is reinstated through this process within two (2) years after being laid off, their continuous service period will be the period in existence at the time of the layoff.

In the event an employee is recalled following a layoff and their benefits for vacation and sick leave have been paid out, their benefit accruals will begin again with no current accruals based upon the returning employee's date of hire at the time of the layoff.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

A regularly scheduled employee who has completed their probationary period shall not be discharged or disciplined without just cause. Progressive discipline shall follow these steps, depending on the level of severity and frequency of the violation.

1. Verbal Coaching.
2. Written Warning.
3. Final Written Counseling
4. Termination.

The goal of corrective action is to help and encourage employees to correct performance and work-related issues voluntarily and identify other systems gaps that will allow employees to improve performance. If the goal is achieved additional measures will not be necessary.

Any disciplinary action taken against an employee must be justified and based on fair, valid reasons (just cause). Some situations might require a warning (e.g., for less severe misconduct), while more serious offenses might justify immediate action without warning.

Examples to be considered before issuing corrective action are:

Level 1 violations that merit corrective measures in which an employee can voluntarily correct with managements coaching and reinforcement of policies and procedures. Such as violations of:

1. Performance
2. Attendance
3. Failure to observe work schedules
4. Obscene language
5. Violation of the smoking policy

Level 2 violations are a serious matter and may require an investigation leading to termination. Such as violations of:

1. Willful acts that might endanger the safety or life of another
2. Failure to accurately report and record work time
3. Falsifying records
4. Mistreatment of others
5. Abuse
6. Destroying, damaging, stealing, or removing CPE property
7. Disclosure of confidential information
8. Job abandonment
9. Fighting or inciting others to fight
10. Abusing alcohol, narcotics or illegal substances during working hours or while performing CPE business
11. Illegally carrying firearms or other dangerous weapons wherever in-person (i.e. nonvirtual) official CPE business is scheduled to occur
12. Intentional interference with CPE's negotiations with clients or partners as it pertains to fundraising or grant acquisition
13. Insubordination, declining or intentionally disobeying a clear, lawful, and reasonable order given by a person with direct and appropriate authority to the employee.

The above Level 2 list includes examples of violations that are often grounds for immediate termination (where an investigation is deemed unnecessary).

The list only illustrates some of the conduct which may result in termination. It does not in any way limit CPE's discretion to terminate an employee for violations or issues that are not set forth on the list of examples or to select a level of discipline less than termination. CPE reserves the right to determine, in its sole discretion, what level (if any) of corrective action, up to and including

termination, is warranted based on all the relevant information reasonably available to the Company at the time of its decision.

Section 1. An employee shall be permitted to request the presence of the Union in a fact-finding or disciplinary session with a supervisor in which the discipline effected is an initial warning or more severe. Adequate notice of the meeting shall be given to enable the employee to arrange representation. The Union shall provide a representative for the meeting within 48 hours of the meeting request.

Section 2. The Employer and the Union shall agree to schedule disciplinary sessions at a time mutually agreed upon.

Section 3. The Employer agrees to provide the Union with copies of written disciplinary actions.

Section 4. The Employer shall conduct investigations within thirty (30) calendar days of the Employer's knowledge of the alleged infraction.

Section 5. The Employer shall make every effort to conclude investigations within ninety (90) calendar days of initiation.

Section 6. Once the investigation has been completed, the Employer shall make every effort to issue corrective action within thirty (30) calendar days.

Section 7. Timely issuance of the corrective action may be impacted by a prolonged investigation or employee, union, or employer's availability. Should a lengthy investigation impact timeliness, the Employer will notify the Union as to the reason for such delay. Prolonged investigations include, but are not limited to EEOC investigations, compliance investigations, or where forensic reports are needed.

Section 8. The Employer agrees that Level 1 disciplinary notices may not be used as a deciding factor in an internal transfer or promotion for which there has been no recurrence of similar nature after twelve (12) months. If an employee applies for an internal transfer or promotion within the year of a final written counseling corrective action, it may be considered as a deciding factor.

Section 9. The Union reserves the right to object to the Employer's actions in any of the above respects through the Grievance Procedure provided by this Agreement.

ARTICLE 21 – GRIEVANCE/ARBITRATION PROCEDURE

Section 1. Grievant Definition
The term "Grievant" shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees or the OPEIU.

Section 2. Grievance Definition and Initiation
A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement, except as explicitly excluded from this Article. Working days under this article are

defined as Monday through Friday, unless there is a contractual holiday within those days.

Step One:

Grievances shall be filed in writing by a representative of OPEIU with the grievant's direct supervisor and Human Resources within five (5) working days after the occurrence, or within five (5) working days after the grievant or OPEIU become aware of the occurrence or should have reasonably become aware of the occurrence. A grievance shall specify the name of the grievant(s), the action(s), complained of, the approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that OPEIU contend have been violated, and the remedy sought. Grievances will be heard during working hours at a mutually agreed upon date and time.

There shall be a meeting between an OPEIU steward and/or Union staff representative, the grievant and the designated management representative(s) within 10 working days of the receipt of the written grievance. Management shall respond in writing to OPEIU steward and/or Union staff representative within fifteen (15) working days of this meeting, with an optional extension of up to ten (10) days if parties relevant to the investigation are on business travel or PTO during those 15 working days. If Management does not provide a written response within that time, or if OPEIU contests the response, OPEIU may move the matter to Step Two.

Section 3. Next Action Steps

Step Two:

If the matter is not resolved at Step One, OPEIU may move the matter to Step Two of the grievance process by notifying HR in writing within ten (10) working days of the employer's response to Step One. There shall be a meeting between an OPEIU representative, a steward, the grievant, and up to two managers within ten (10) working days of receipt of OPEIU's appeal to Step Two. The employer shall respond in writing within fifteen (15) working days of the Step Two meeting. If the employer does not respond, or if OPEIU contests the response, OPEIU may move the matter to arbitration.

Section 4. Arbitration

Any grievance that is not resolved at Step Two above shall be subject to the mediation and arbitration procedure as outlined in this Article. A grievance may be submitted to final and binding arbitration by either party within twenty-five (25) working days of the meeting described in Step Two or within five (5) days of the conclusion of mediation, if the parties elected to mediate their dispute and the mediation does not resolve the grievance. The parties mutually recognize the importance of using the pre-arbitration period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration. The parties may also agree to extend the 25-day period to permit further investigation, discussion, and negotiation for resolution.

The party seeking arbitration shall (1) submit the grievance to arbitration before a neutral selected through the Federal Mediation and Consolidated Services (FMCS); and (2) request a list of seven (7) qualified arbitrators. The parties shall select an arbitrator from the list of arbitrators by alternately striking names from the

list until only one name remains and that person shall be the arbitrator. For the first arbitration under the terms of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The decision of the Arbitrator shall be final and binding upon the parties. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs, and the cost of stenographic hearing transcript, if requested by a party). Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses – excluding CPE employees who are witnesses – or attorney's fees). Failure to file grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

Upon mutual agreement between both the Employer and the Union, mediation with the Federal Mediation and Conciliation Service (FMCS) can be pursued as a means of resolving the dispute prior to submission to arbitration. In the event a resolution of the dispute cannot be reached through mediation, the matter may proceed to arbitration consistent with the procedures set forth above. The costs of mediation shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

Section 5. Extension of Time Limits

The time limits set forth in this Article may be extended upon mutual agreement.

ARTICLE 22 – HEALTH AND WELFARE

Section 1. CPE will fund 100% the base plan level of Health & Welfare benefits (medical, dental, and vision benefits) to all eligible employees and fund 75% of their dependents at the same plan level. Full-time and part-time workers who work 30 hours or more per week are eligible for CPE's Health Insurance plans. Eligible employees' effective date of coverage will begin the first month following the employees' start date. An insurance premium increase of 15 percent or more from the previous year will trigger a need for the Employer and Union to renegotiate the Employer's level of funding. The Employer will communicate any material change to employee benefit plans, including carriers, contribution levels, or eligibility prior to implementation.

Section 2. The Employer shall provide, at no cost to employees covered by this Agreement, Life Insurance Plans including Basic Life Insurance and AD&D, Short Term Disability (STD), Long Term Disability (LTD) programs. The Employer shall provide access to Health Care Flexible Spending Accounts (FSA) and Voluntary Life Insurance and AD&D.

ARTICLE 23 – 401K PLAN

Eligible employees can participate in the organization's 401(k) retirement plan, with a matching contribution of up to 3% of their eligible compensation. To receive the full match, employees must contribute at least 3% of their salary. Employer contributions are subject to the plan's vesting schedule and IRS regulations. Eligibility to participate begins following the 2-month waiting period.

Employees will be auto enrolled at 3% and have an option to reduce or remove their contributions at any time.

ARTICLE 24 – UNION STEWARDS

The Employer agrees to recognize the rights of the Union to designate up to three (3) employees to act as Union Stewards. The function of the Steward will be to report to the Union Staff Representative alleged infractions of the Agreement, present grievances and investigate alleged grievances so that they may be properly presented, be present at disciplinary meetings, and perform new employee orientations at the appointed time set by the employer. Stewards will be assigned to participate in the quarterly Labor Management Committee meetings to discuss special issues that are raised by either party.

The Union shall notify the employer at least yearly of the names of the employees selected to serve as Stewards.

When an employee requests a steward to be present during a meeting with management involving disciplinary matters, the Steward will be given permission by their Supervisor to leave their work area when called upon without loss of pay, unless the steward leaving will result in the steward missing a deadline related to operations. If the steward is unable to leave their work, the employee will select another steward.

The representative of the Union shall have the right to contact employees at work with respect to this agreement but shall not interrupt the operations of the Employer.

ARTICLE 25 – EXPENSES AND REIMBURSEMENTS

CPE employees may be required to travel or incur other expenses to conduct organizational business and further the mission of the organization. The purpose of this policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses. This policy governs both expense card usage and reimbursements for out-of-pocket expenses.

CPE will reimburse only reasonable and necessary expenses. When incurring business expenses, CPE expects employees to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend money carefully and judiciously.
- Report expenses, supported by required documentation as were actually spent.

Please see Slab for the most current travel expense and reimbursement policy.

Section 1. Receipts are required for all expenses. Expenses will not be reimbursed unless a receipt or Missing Receipt Affidavit form is submitted. All receipts must be uploaded to Navan within 30 days of incurring the expense. Screenshots from bank accounts or credit card statements will not be accepted.

Failure to comply with the policy will result in the suspension of the expense card. Expense cards will be reactivated after all receipts have been uploaded and approved. Adherence to the policy will prevent deactivation of the expense card during future travel.

Expenses identified as personal use will require repayment to CPE within 30 days of the charge. Repayments can be processed within Navan. For charges directly to CPE business accounts e.g., Uber, employees can mail a check or request a payroll deduction.

Section 2. Mileage Reimbursement

CPE reimburses employees for the miles traveled using their personal vehicle when driven for approved company business. The Internal Revenue Service (IRS) issues the standard mileage rate used to calculate the deductible costs of operating a personal car for business use. Mileage reimbursement will be at the current approved IRS rate per mile. The IRS mileage rate includes the cost of gas. Employees can choose to submit reimbursements for either mileage or gas. Requests for both will be denied. Mileage must be documented in one of two ways: 1) map of itinerary/route (i.e. Google Maps) or 2) photos of the odometer at the start and end of the trip.

Section 3. Parking Reimbursement

Employees may be reimbursed for business related parking expenses (i.e. hotel, parking meters, & garages). Employees are expected to incur no more than \$50 per trip in parking expenses. Parking expenses must be properly documented in order to receive reimbursement; receipts or photos of receipts are acceptable.

For transportation to and from the airport, employees are encouraged to use rideshare and/or taxis. Airport parking should only be used if the total cost is \$100 a day or less.

Section 4. Ground Transportation / Public Transit

Employees will be reimbursed for business-related public transit (e.g., buses, trams, trolleys, and local subways) expenses. Employees are expected to incur not more than \$10 per day in public transit expenses. Public transit expenses must be properly documented in order to be eligible for reimbursement.

Section 5. Rental Cars

Automobile rentals should be limited to situations where other means of transportation are not practical, economical or available. Car rental should be booked via Navan. Travelers are required to use compact or midsize vehicles. In certain circumstances (number of employees, transportation of materials/equipment, etc.) a larger vehicle is authorized with manager approval.

CPE uses Hertz & Avis as our preferred partners. When booking please select from these vendors unless there are significant savings with a different rental company. Travelers may need to provide proof of employment (e.g., business

cards, business email). If you need support with booking, please contact Navan support.

Travelers are required to include the optional Loss Damage Waiver (LDW) coverage. For Avis rentals the LDW coverage has been included in CPE's account profile. Emergency Roadside Assistance can be included at the employee's discretion. Renters should not accept the Fuel Service Option. It is expected that travelers will refill the gas tank prior to returning the rental. The fuel cost for the rental car will be reimbursed with a receipt. All other optional services should be declined.

Employees will not be reimbursed for rentals booked on Turo, Zipcar or similar platforms. Rental car expenses are eligible for reimbursement if properly documented. For more information regarding rental cars, contact CPE Operations.

Section 6. Train Tickets

Trains (e.g., Amtrak) may sometimes be more convenient than air travel or driving. Train tickets should be booked via Navan site. When booking trains, please select economy as often as possible. If you need support with booking, please contact Navan support. Note: Train options may not appear on the mobile Navan platform.

Section 7. Rideshare / Taxis

Rideshare and Taxi expenses are eligible for reimbursement if properly documented. CPE uses Uber as our preferred rideshare partner. Instructions to obtain access to the Uber Business Account can be found on slab. Employees traveling alone should use the standard option for their ride, and groups (3 people or more) may select upgraded options when necessary.

Section 8. Air Travel

Air Travel should be booked via the Navan site. Travelers should book flights at least 30 days in advance to remain in policy, as most discounted fares are available when purchased well in advance of the departure date. Navan automatically polls for the best market price for flights at that time.

CPE will only cover the cost of Economy class flights. If an employee chooses to fly Business or First class, they must pay the airline directly for the upgrade. Exceptions may be made for mandated international travel but must be approved by the Executive Vice President of Operations.

CPE recommends selecting refundable flights whenever possible. CPE will reimburse travelers for the air-travel-related expenses listed below. Receipts are required in order to receive reimbursement.

- Baggage fee for one suitcase, unless traveling with work equipment
- Airport or airplane internet service, if used for work purposes

Employees may save their frequent flier programs for use inside of Navan, and apply their program numbers at time of booking, but they may not choose more expensive options only to get loyalty points.

If you need support with booking, please contact Navan support.

Section 9. Lodging and Hotel Accommodations

All Lodging should be booked through Navan. Employees must book standard rooms. Room upgrades are only allowed if offered on site at no additional cost (e.g., through hotel loyalty status). Navan automatically polls for the best market price for hotels at that time. At the top, you will see a note that says “\$XXX and up is out of policy.” Hotels below that rate are within policy, please be mindful of this when booking.

The only exceptions to booking hotels outside of Navan are when:

- There is a special event or conference discounted rate that is associated with the event the traveler is attending (and the rate is not available on Navan)
- There are no rooms available on the platform for the travel destination

In these instances, the traveler(s) should notify both Operations and Finance teams.

Hotel rooms booked through Navan MUST be prepaid. You can sort for pre-paid options on the top left corner, once you’ve selected a hotel. Please only select hotels that indicate Pay Now. Do not select hotels that indicate Pay at Hotel.

Travelers may choose to stay the night before an event or client visit if travel during normal business hours does not allow the traveler to arrive at the predetermined start time. (e.g., if a conference starts at 9 am on a Monday, the traveler may choose to fly in the evening before on Sunday and book lodging). Similarly, travelers may choose to stay an extra night if there is a business-related reason for staying past normal business hours on the last day of an event or client visit.

Additional hotel costs that can be reimbursed (with receipts) include:

- Wi-Fi fee
- Hotel parking for personal / rental cars
- Meals (following the per-diem policy)

Employees may save their hotel loyalty program information for use inside Navan, and apply their program numbers at time of booking, but they may not choose more expensive options only to get loyalty points.

If you need support with booking, please contact Navan travel support at 1-844-718-7773.

Section 10. Meals

Employees will be reimbursed for reasonable and actual expenses for meals incurred during business-related travel. Employees can be reimbursed for meals up to \$92/day.

CPE will not reimburse alcoholic beverages even with meals. Alcohol for personal consumption must be charged as a personal expense. For business related events (networking events, development activities, client meals, etc.) management approval and written notification to Finance are required prior to purchase.

Section 11. Non-Reimbursable Expenses

Non-reimbursable expenses include:

- Expenses covered under the following programs: Work from Home stipend
- Any items for which there is a designated CPE employee tasked with purchasing and tracking (i.e. computer equipment, software licenses)
- Items for personal use
- Alcohol
- Upgrades (i.e. air travel, taxis)
- Invoiced services with net terms
- Procurement-related purchases
- Services performed by a consultant - please see the Procurement: Purchasing of Goods & Services SOP

ARTICLE 26 – PERFORMANCE REVIEWS

The parties acknowledge that the intent of the employee review process is for the supervisors and employees to discuss current performance, future expectations, and that communication between the two is an important element of the process.

Evaluations will include if an employee meets or exceeds the qualifications of their job duties and expectations and their readiness for promotions or grade /title advancement.

Employees will receive a mid-year check-in and an annual performance review which will be used to provide employees with feedback on their job performance, and opportunities for advancement. The results of performance reviews will be shared with the employees.

Employees will be asked to submit a self-evaluation to their supervisor, including goals around career advancement, professional development, employee contributions, and overall effectiveness within the company.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT

Section 1. Employees covered by this Agreement will be provided five hundred (\$500) dollars per calendar year for professional development programs to further their job-related education, such as training and course work, professional subscriptions, professional association's membership dues, or similar expenses related to professional development.

- Section 2. The above amount will not roll over from year to year and will be forfeited if not used.
- Section 3. The Employer will provide funds in advance for professional development such as subscriptions, membership dues, registration and conference fees, or other similar expenses.
- Section 4. If an employee voluntarily terminates their employment with CPE prior to attending an approved course or training that has been paid for by CPE, they will be required to reimburse the cost via payroll deductions.

ARTICLE 28 – SEVERABILITY

Should any portion of this agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 29 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, there shall be no strike or lockout by the employer either virtually or in-person. No employee shall engage in and neither the Union nor any employee shall induce, encourage, or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization or engage in similar behavior in employer's virtual work environment if such refusal would result in the employee's failing to perform work for the Employer hereunder.

ARTICLE 30 – SUCCESSORSHIP

The Employer agrees that it will not sell, convey, assign or otherwise transfer its operations, or any substantial part thereof, covered by this Agreement to any third-party unless the Employer provides the Union with at least thirty (30) days advance notice of the sale or the transfer of the operations and provides the third party with a copy of this Agreement in advance of the sale or transfer of the operations. The successor Employer will be required to recognize and bargain with the Union as outlined in the National Labor Relations Act.

This section shall not apply to any transactions solely between the Employer and its affiliates.

ARTICLE 31 – NEW EMPLOYEE ORIENTATION

The Union or the Union Steward shall be allowed up to thirty (30) minutes of paid time at the completion of the new employee orientation to orient CPE bargaining unit members to the Union, and to distribute copies of the agreement. The Employer will provide the Union with names of the employees, their departments and job titles at least five (5) days in advance of the new employees orientations.

ARTICLE 32 – LABOR MANAGEMENT COMMITTEE

A joint employer-paid Labor Management Committee shall be established comprised of up to three (3) members from management and three (3) representatives that may also be stewards from the union. Both parties will make every effort to have consistent committee membership for a minimum period of one (1) year.

The committee's role will be to seek to identify and resolve issues or concerns to either party.

The committee shall meet a minimum of quarterly or by mutual agreement at a different frequency.

This committee in no way shall add to, delete from, or modify any provision of the contract.

ARTICLE 33 – DURATION

This Agreement shall become effective on **January 1, 2025** except as otherwise indicated, and shall continue in effect until **December 31, 2027**, and shall continue in effect from year to year thereafter until written notice of the desire to amend or terminate this Agreement is given, not less than **ninety (90)** days prior to such yearly expiration, by either of the parties to this Agreement to the other and except in the event of termination notice, the Agreement then in effect shall remain in full force and effect until a new agreement is consummated.

CENTER FOR POLICING EQUITY (CPE)

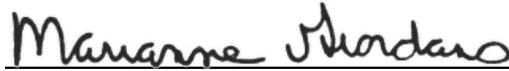


Phillip Atiba Solomon, Ph.D.
Co-Founder and Chief Executive Officer

Date:

12/3/2025

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 30, ALF-CIO



Marianne Giordano
Executive Director/CFO

Date: 11/20/2025

SIDE LETTER OF AGREEMENT

Date: September 23, 2025
To: Union
From: Management
Subject: Status of State Unemployment Insurance

Given the ability to resolve this matter prior to the ratification of the CBA, Management proposes this memo replace this language proposed by the Union in Section 1 of the layoffs Article 19.

All employees will be notified in writing by the Employer of their unemployment benefit eligibility by October 3rd, 2025. In the event of a layoff on or before May 2nd, 2026, current employees in states where unemployment benefits are not provided or paid by the Employer, the laid off employee shall receive 6 weeks' severance. Employees in such states who are hired October 1st, 2025 and after shall not receive the 6 weeks' severance and will follow the regular severance scale.

The state unemployment insurance (SUI) liability for regular for-profit employers and nonprofit entities varies significantly across states.

For-profit employers are generally required to pay SUI taxes based on factors such as industry, business experience, and layoff history, with tax rates ranging from 0.01% to over 10%. Nonprofit entities, particularly those classified under federal IRC 501 (c) (3), have different criteria. The liability criteria for nonprofits often depends on the number of employees and the amount of wages paid. For example, in Ohio, nonprofits are exempt from state tax until they have four employees working for 20 weeks in a calendar year. Overall, while for-profit employers have a more straightforward tax-based system, nonprofits have greater flexibility due to their tax status.

People Operations at Policing Equity review our tax agency accounts regularly to ensure compliance with all required filings and payments. Our most recent review concluded we have opened all required tax accounts and at this time we would not make any changes to these open accounts nor is there a requirement to elect coverage in states where we do not meet the required thresholds.

To ensure compliance going forward, Policing Equity will continue to review states when a new employee is hired or when an employee moves to a new tax jurisdiction. When the state required number of employees is reached (listed below), Policing Equity will contact the state agency to complete the application process and will establish an experience rated account as soon as possible with the state's current application processing timelines. There may be additional variables that require an unemployment account to be active. As an example: if CPE had additional employees in a state, then fell below the employee threshold, CPE will ensure compliance with each state's regulations for the account to remain active until it can be closed.

Effective immediately, future Union offer letters of employment will state whether or not Policing Equity is liable for unemployment insurance in their state at the time of their hire.

People Operations will maintain a list of states where CPE has an active UI account. It will be updated on a quarterly basis to align with standard tax filing processes and accessible via a link currently available on Bamboo.

STATE WHERE CPE EMPLOYEES LIVE	ACTIVE SUI as of 9/15/2025
Arizona	Yes
California	Yes
Colorado	Yes
Connecticut	Yes
District of Columbia	Yes
Florida	Yes
Georgia	No
Illinois	No
Iowa	Yes
Kansas	No
Kentucky	Yes
Louisiana	No
Maryland	Yes
Massachusetts	Yes
Missouri	No
New Jersey	Yes
New Mexico	Yes
New York	Yes
North Carolina	Yes
Ohio	No
Oregon	Yes
Pennsylvania	No
South Carolina	No
Tennessee	No
Texas	Yes
Utah	Yes
Virginia	Yes
Washington	Yes
Wisconsin	No