Tides Network

and

Service Employees International Union Local 1021

COLLECTIVE BARGAINING AGREEMENT

August 17, 2022 – December 31, 2024

Contents

Article 1	7
Recognition	8
Article 2	9
Union Membership	9
2.1 Union Membership Definition	9
2.2 Religious Exemption	9
2.3 Notification	9
2.4 Dues and Fees Deduction	9
2.5 Dues Delinquency	9
Article 3	10
Union Business	10
3.1 Visitation	10
3.2 Shop Stewards	10
3.3 Shop Steward Training	10
3.4 New Hire Orientation	11
3.5 Bulletin Boards	11
3.6 Union Communications	11
Article 4	12
Dignity and Respect	12
4.1 Dignity and Respect	12
Article 5	13
Collective Decision Making	13
5.1 Labor Management Committee	13
5.2 All-Staff Engagement	13
5.3 Caseload Review	14
Article 6	15
No Strikes/Lockouts	15
Article 7	16
Introductory Period	16
7.1 Term of Introductory Period	16
7.2 Release during Introductory Period	16
7.3 Extension of Introductory Period	16

7.4 Introductory Period for Tides Advocacy Hires	16
Article 8	17
Open Positions	17
8.1 Open Positions	17
8.2 Internal Applicants	17
8.3 Interview/Hiring Process	17
8.4 Changes in Job Description	17
Article 9	18
Temporary Employees	18
9.1 Definition	18
9.2 Conversion to Regular Status	18
9.3 Seniority Date	18
9.4 Introductory Period	18
9.5 Temporary Employees and Contractors	18
Article 10	19
Contracting Out	19
Article 11	20
Location and Hours of Work	20
11.1 Location of work	20
11.2 Hours of Work Exempt Employees	20
11.3 Non-Exempt Employees	20
11.4 After-hours Assignments	21
Article 12	21
Safety and Health	22
12.1 Safety First	22
12.2 Right to Refuse Unsafe Assignment	22
12.3 Continuation of Operations During Emergency Situations	22
Article 13	23
Supplies, Equipment, and Expenses	23
13.1 Required Supplies and Equipment	23
13.2 Remote Work Stipend	23
13.3 Work Expenses	23
13.4 Use of Employee Vehicles	23

Article 14	24
Immigrant Rights	24
14.1 Immigrants' Rights	24
14.2 Unpaid Leave	24
14.3 Reinstatement	24
14.4 No-Match Letters	24
14.5 Change in Name of Social Security Number	24
14.6 No Discrimination or Retaliation	25
14.7 No Voluntary Authorization Programs	25
14.8 No Re-verification	25
14.9 New Legislation	25
14.10 Access to Facilities	25
14.11 Compliance with Law	25
Article 15	26
Harassment and Discrimination	26
15.1 Discrimination	26
15.2 Harassment	26
15.3 Sexual Harassment	26
15.4 Violence in the Workplace	27
15.5 Union Representation in Cases of Workplace Harassment	27
Article 16	28
Seniority & Layoffs	28
16.1 Seniority	28
16.2 Layoff Notification	28
16.3 Severance & Related Benefits	28
16.4 Seniority Rights and Layoff Process	29
16.5 Medical Coverage for Laid Off Worker	29
16.6 Recall Rights	29
16.7 Recall Notification	29
16.8 Seniority During Absence	29
Article 17	30
Personnel Files	30
17.1 Access to Records	30
17.2 Signature	30
17.3 Comments	30
17.4 Removal of Material	30

17.5 Complimentary Material	30
17.6 Anonymous Material	30
17.7 Confidentiality	31
17.8 Evaluations	31
17.9 Evaluation of Managers by Direct Reports	31
Article 18	32
Discipline and Discharge	32
18.1 In General	32
18.2 Just Cause	32
18.3 Notification of Rights	32
18.4 Progressive Discipline and Performance Management	32
18.5 Administrative Leave	33
18.6 Notification	33
18.7 Right to Attach Rebuttal	33
Article 19	34
Grievance Procedure	34
19.1 Grievances	34
19.2 Grievance Submission	34
19.3 Grievance Stages	34
19.4 Additional Provisions	35
19.5 Dispute resolution	35
19.6 No Discrimination	35
Article 20	36
Compensation	36
20.1 Annual Compensation Increases for Employees	36
20.2 Compensation Upon Relocation	36
20.3 Year 1 - Job Grades	36
20.4 Years 2 and 3 - Placement in Salary Range	36
20.5 Adjustment of Salary Ranges	37
20.6 Additional Compensation	37
Article 21	38
Professional Development	38
21.1 Employee-Directed Professional Development	38
21.2 Employer- Mandated Professional Development & Licenses	38
21.3 Educational Assistance	38

Article 22	40
Health Benefits	40
22.1 Employees Based in California	40
22.2 Employees BasedOutside of California	40
Article 23	41
Retirement	41
23.1 Retirement Benefits	41
Article 24	42
Wellness Leave	42
24.1 Use of Wellness Leave	42
24.2 Eligibility	42
24.3 Wellness Leave Entitlement	42
24.4 Wellness Leave Carry Over	42
24.5 Notice and Certification	43
24.6 Extended Medical Leave	43
24.7 Confidentiality	43
Article 25	44
Vacations	44
25.1 Vacations	44
25.2 Accrual of Vacation	44
25.3 Scheduling Vacation	44
25.4 Carryover	45
25.5 Payout Upon Termination	45
25.6 Recording Approved Vacation Time	45
Article 26	46
Leaves of Absence	46
26.1 Voluntary Leave	46
26.2 Jury and Witness Duty Leave	46
26.3 Family and Medical Leave Act	46
26.4 Return From FMLA Extended Leave	47
26.5 Continuation Of Benefits	47
26.6 Intermittent or Reduced Work Schedule Leave	48
26.7 Employer-Sponsored Paid Family Leave	48
26.8 City & State-Sponsored Paid Family Leave	49
26.9 Leave for Victims of Crime or Abuse	49

Signatures	59
Appendix A - List of Bargaining Unit Positions	59
30.3 Bankruptcy	58
30.2 Successors and Assigns	58
30.1 Change in Name	58
Continuity of Agreement	58
Article 30	58
29.4 Entire Agreement	56
29.3 Tides Network Employee Handbook	56
29.2 Severability	56
29.1 Term of Agreement	56
General Terms	56
Article 29	56
Management Rights 28.1 Management Rights	55 55
Article 28	55
27.5 Compensatory Days	54
27.4 Paid Office Closures	54
27.3 No Cash-Outs	54
27.2 Recognized Holidays	53
Holidays 27.1 Holidays	53 53
Article 27	53
26.13 Bereavement Leave	52
26.12 Child Care Provider, School Activities and Emergency Leave	51
26.11 Organ and Bone Marrow Donor Leave	51
26.10 Pregnancy Disability Leave	50

Article 1 Recognition

On May 16, 2019, Tides Network ("Employer") recognized the Service Employees International Union Local 1021 (Union) and agreed that a bargaining unit of employees in enumerated position titles was established under Section 9 (a) of the National Labor Relations Act (NLRA). An updated list of position titles in the bargaining unit is attached to this Collective Bargaining Agreement ("Agreement" or "CBA") in Appendix A.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit.

In event the Employer establishes any new position not listed in Appendix A, the Employer will provide written notice to the Union within thirty (30) days, and will add the new position to the bargaining unit unless the position is supervisory, confidential, temporary as defined as in Article 9, and / or as described below. All of the terms and conditions set forth in this Agreement shall be immediately applicable to the accreted bargaining unit member(s).

The Employer and Union agree that the following employees shall be excluded from the bargaining unit: 1) all employees in the Legal, Risk and Compliance Unit; 2) all employees in the Human Resources/People Unit with the exception that any Human Resources employee in the bargaining unit as of May 16, 2019, who shall remain in the bargaining unit until that specific position is vacated, at which time the position will be excluded from the bargaining unit; and 3) any Executive Assistant to a member of the Executive Team.

If there is a dispute as to whether a position is supervisory or confidential the parties may utilize the standard grievance and arbitration process to resolve the issues as outlined in Article 19. In the event either party objects to utilizing the grievance and arbitration process, the parties shall instead utilize any available procedures before the National Labor Relations Board.

The Employer will provide written notice to the Union of new supervisory or confidential classifications filled on a quarterly basis.

Article 2 Union Membership

2.1 Union Membership Definition

Unless prohibited by law, all employees of the Employer who are subject to this Agreement (each, an "Employee") shall be required as a condition of employment, except as provided below, to become members in the Union or pay an equivalent amount in Agency Fees consistent with applicable law within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment. As provided in Article 3 of this Agreement, the Union will be provided time to meet with new Employees during which time the Union can inform Employees of the benefits of union membership.

2.2 Religious Exemption

An Employee who, because of sincerely held religious beliefs, objects to joining the Union as a member shall, in lieu of tendering payment to the Union and as a condition of employment, have an amount equal to membership dues and fees deducted from each paycheck as described in paragraph 2.4. The Employer shall collect these payments and provide proof to the Union with its monthly dues report to the Union. The Employer shall pay amounts collected to an organization organized and in good standing under Section 501(c)(3) of the Internal Revenue Code and consistent with Tides' mission.

2.3 Notification

The Employer shall provide the Union a monthly report identifying all Employees together with each Employee's name, work address, home address, work phone number, phone number (home or cell), work email address, personal email address, date of hire, job title, department, and salary. The Union shall be responsible for protecting the confidentiality of personal Employee contact information provided by the Employer.

2.4 Dues and Fees Deduction

Periodic membership dues and fees will be deducted semi-monthly (twice per month) from each Employee's paycheck (base salary only) upon submission to the Employer of a proper written authorization (authorization forms shall be provided at the time of hire to all Bargaining Unit Employees) by the Employee and dues/fees shall be submitted to the Union no later than the fifteenth (15th) of the following month. It shall be the Union's duty to submit the authorization form to the Employer. Fee Payers and those with religious exemptions shall be required to submit an authorization form to allow deductions at the same rate as Union members.

2.5 Dues Delinquency

The Employer, upon written request by certified mail of the Union, shall, within seven (7) calendar days after receipt of such notice, discharge any Employee who fails to tender the periodic dues required by the Union as a condition of acquiring or retaining membership in the Union.

Article 3 Union Business

3.1 Visitation

Authorized representatives of the Union shall notify the Employer prior to arrival at the Employer's offices. Visitation shall be conducted in a manner that minimizes disturbance to the Employer's operations and to its clients. Upon request Employer will provide the Union with its most recently available organizational chart. The Union shall notify the Employer in writing of the assigned Union Field Representative.

3.2 Shop Stewards

For the purpose of representation, the Union shall be entitled to one (1) Shop Steward for every twenty (20) Employees. The Union shall have the right to name one (1) additional Shop Steward for every twenty (20) Employees added to the bargaining Unit. The Union will notify the Employer in writing when Shop Stewards are designated. A Shop Steward may assist an Employee in the presentation of a grievance. The Parties recognize that it is the responsibility of the Shop Steward to assist in the resolution of grievances at the lowest possible level. The Shop Steward may request paid release time to process and investigate grievances on work time and attend disciplinary meetings, which shall not be unreasonably denied. The parties recognize that the Shop Steward's role in contract administration, as provided under the law and labor relations practice, shall not be abridged. The Shop Steward shall advise Employees of their rights, responsibilities and options but shall not assume the role of supervisor.

Should the Employer wish to meet an Employee for the purpose of an investigation that might lead to discipline of that Employee, it will honor their right to have a Shop Steward or Union Field Representative at the meeting upon request of the Employee. Both Employee and Shop Steward shall be given time off with pay to attend meetings with the Employer to take part in an investigatory meeting.

3.3 Shop Steward Training

Shop Stewards shall be allowed forty (40) hours paid release time per year to attend Union Shop Steward training and Union contract seminars conducted by SEIU. The forty (40) hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for eight (8) hours, the Employer will only pay that Shop Steward what they were scheduled to work on the date of the training. These forty (40) hours are the total amount of time allowed per year, regardless of the number of Shop Stewards designated. No single Shop Steward shall be permitted to take more than eight (8) hours per quarter of Steward Training time. Training time does not count as hours worked for purposes of computing overtime. The Employer must be notified at least ten (10) business days in advance of any release time. Shop Stewards must get prior approval to be released for training, which shall not be unreasonably withheld. The Employer shall not release more than five (5) Shop Stewards for any training per occurrence.

3.4 New Hire Orientation

Shop Stewards shall receive timely notice of and shall be permitted to conduct a New Employee Orientation session with new Employees to discuss Employee rights and obligations under the CBA. The Employer shall allow the Shop Steward or Union Field Representative up to thirty (30) minutes to do the presentation with the new Employee(s) within the first ten (10) business days of employment. The presentation may either be one-on-one with the Employee or part of an orientation session with multiple Employees.

3.5 Bulletin Boards

The Employer shall furnish space on an existing/additional bulletin board at each work location it owns and/or leases for official Union business as it pertains to the Employees of the Employer. Additionally, the Employer shall provide space on Undercurrents or other Intranet service for this same purpose. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Field Representative, Union Official or designated Shop Steward.

3.6 Union Communications

To the extent permissible under law, the Union may make reasonable use of the Employer's interoffice mail, email, and other internal communication systems to communicate with all members of the Union in order to carry out Union representation of Employees in administration of the CBA.

Any communications from the Union utilizing the Employer's systems shall comply with the Employer's policies on such communications, including the Employer's media policies and shall clearly indicate the communication comes from the Union and not the Employer.

Article 4 Dignity and Respect

4.1 Dignity and Respect

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employer and the Employees should always be present in Union-Employer and Employee-Employer relationships. The Union and the Employer agree that Employees and supervisors and managers should treat each other with dignity and respect. Intimidating behavior is not acceptable at Tides Network.

No Employee shall be subject to disciplinary action under Article 18 in the presence of volunteers, clients or co-workers who are not present based on this Agreement or other organizational role (e.g., who are not the Employee's manager, representatives from the People team, employees acting in a legal capacity, or individuals acting as Shop Stewards and/or otherwise representing the Union).

Employer values professionalism, courtesy, and respect in all of its relationships and in all aspects of its work. Employer fosters an environment where respect is constant and reciprocal. Employer is committed to building a place of respect, safety, and security for everyone in the Tides Network community.

This section shall not be subject to the arbitration section of this Agreement.

Article 5 Collective Decision Making

5.1 Labor Management Committee

The Employer and the Union agree that effective and ongoing communication is fundamental to supporting healthy working relationships and a strong collective bargaining relationship.

To that end, a Labor-Management Committee shall be established and shall be composed of up to five (5) Management representatives of the Employer and of up to five (5) Employee representatives of the bargaining unit. The Union Field Representative may also attend as determined by the Bargaining Unit and Management may bring a note-taker. (Neither the Union Field Representative nor Management note-taker shall count as one of the 5 for each party.) Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to two (2) additional representatives. Employee representatives will be selected by the Union.

Meetings will be held six (6) times per year, or as agreed to by the parties unless canceled by mutual agreement. The Committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including but not limited to: health and safety, policies and procedures, budget, planning, new or revised positions or duties, other staffing issues, and other topics by mutual agreement. The meetings will not last more than two (2) hours unless mutually agreed to by the parties. Agenda items for each meeting should be provided at least two (2) weeks before the meeting to allow all participants time to prepare.

The Committee may establish sub-committees, which shall have equal representation from both the Union and Management, to address specific issues.

Committee meetings shall be for the purpose of discussion and, where applicable, providing recommendations to support effective implementation of this Agreement, and not for the purpose of initiating or continuing collective bargaining or processing grievances, nor shall the Committee have the authority to in any way modify, add to, or subtract from the provisions of this Agreement.

Neither party shall waive its right to grieve or arbitrate issues that are otherwise grievable or arbitrable pursuant to the terms of this Agreement by raising such issues to the Committee.

5.2 All-Staff Engagement

The Employer will organize at least two (2) meetings per year, which include all staff, with an agenda created by the Labor-Management Committee. The Labor-Management Committee will solicit input from all staff in support of creating a meeting agenda.

5.3 Caseload Review

Within three (3) months of ratification of this Agreement, the Committee shall meet to discuss Employee concerns related to caseload levels for bargaining unit roles, including metrics as appropriate to those positions for which caseload metrics are relevant. The Committee shall seek to conclude this work within six (6) months of ratification.

Article 6 No Strikes/Lockouts

It is mutually agreed and understood that during the term of this Agreement, the Union will not authorize, sanction, or engage in any strike, sympathy strike, slow down, or work stoppage. The Employer agrees not to conduct a lockout against any Employees during the term of this Agreement.

Nothing herein shall require any Employee to cross a lawful picket line against another employer.

Article 7 Introductory Period

7.1 Term of Introductory Period

For new hires, the introductory period shall be ninety (90) calendar days. The Introductory period shall be extended by the same amount of time an Employee is absent from work and/or on a leave of absence.

7.2 Release during Introductory Period

Release of an Employee during the introductory period shall not constitute discharge or lay off under this Agreement and shall not be subject to the grievance and arbitration procedure in this Agreement. The Employer will attempt to resolve performance issues that arise during the Introductory period but is not required or expected to apply the progressive discipline process prior to releasing an Employee during the introductory period.

7.3 Extension of Introductory Period

In addition to the extension set forth in 7.1, the Employer may, with cause, elect to extend the introductory period beyond the ninety (90) calendar days but not to exceed an additional thirty (30) calendar days. The Employer will inform the Union Field Representative and Employee by the eighty-fifth (85) day when this is occurring and will inform the Union Field Representative and Employee, in writing, prior to the beginning of the extension, of the areas in which the Employee needs to improve in order to pass the Introductory period.

7.4 Introductory Period for Tides Advocacy Hires

For hires for Employees who held a similar position at Tides Advocacy prior to their start at Tides Network, the introductory period shall be sixty (60) days.

Article 8 Open Positions

8.1 Open Positions

The Employer will post all vacant positions through Undercurrents (or its successor system). Such postings shall be posted at least five (5) business days before information about these openings is distributed publicly.

8.2 Internal Applicants

Current Employees, including employees at Tides Advocacy, who have been employed at Tides or Tides Advocacy for at least one year, who apply for the posted position within ten (10) business days of the position posting and who meet the qualification(s) in a posted position shall be given priority over outside applicants to fill posted vacancies. If there is more than one qualified internal applicant, then the Employer may select the Employee it deems to be most qualified for the position.

8.3 Interview/Hiring Process

In filling posted bargaining unit vacancies, the Employer will include at least one Employee on the interview panel when one is convened.

8.4 Changes in Job Description

The parties agree that encouraging career growth and adequate compensation/recognition is important to the success of the organization. The Employer will notify the Union Field Representative in writing thirty (30) days in advance of any changes to bargaining unit job descriptions, including any title changes. Within fifteen (15) days of the notice the Union may request in writing to bargain over the negotiable effects of these changes. In cases where changes in job descriptions are mandated by grants or other legal mandates, the Employer shall notify the Union Field Representative in writing.

Article 9 Temporary Employees

9.1 Definition

A "temporary employee" shall mean person(s) employed by Employer for a limited term, including for special projects, coverage for employees on leaves of absence, coverage while Employer is seeking to hire for a regular position, or an increase in work volume that is reasonably expected to be short-term.

9.2 Conversion to Regular Status

In the event that one or more temporary employees are hired into the same role consistently over twelve months for at least an average of ten hours of work per week, for work which does not appear to be of a short term or finite nature and is not related to a specific project, the Employer, shall negotiate regarding the creation of a regular position or the elimination of the temporary work.

9.3 Seniority Date

In the event that a temporary employee is converted to regular status or hired to fill a regular position, the employment starting date for all purposes under this Agreement shall be considered to be the first day of temporary employment.

9.4 Introductory Period

The introductory period for a temporary employee hired into the same full/part time regular position shall date from their start date as a temporary employee, and they shall not be subject to a second introductory period upon receiving regular status.

9.5 Temporary Employees and Contractors

Individuals performing as contractors shall be governed by the terms of Article 10 (Contracting Out). Individuals performing as contractors or hired as temporary employees by Employer or through a temp agency shall not be considered members of the Tides Network Bargaining Unit.

Article 10 Contracting Out

The Employer shall be entitled to contract out certain discrete and time-based tasks to independent contractors or consultants provided that the scope of work is not sufficient to warrant a regular full or part time employee.

Article 11 Location and Hours of Work

11.1 Location of work

Postings and descriptions for positions that require routine time in office or physical presence to complete specific job duties will clearly state this requirement. An Employee whose job description or posting does not include these requirements may still be required to attend work functions or otherwise carry out a work responsibility at a specified location with two (2) weeks prior notice, but will not be required to shift to a permanent hybrid schedule (defined as one or more days per week in Employer's physical office) without mutual agreement.

Employees may request a specific hybrid work schedule (i.e., a specific number of days remote and a specific number of days physically present), and such requests will be granted to the extent operationally feasible and consistent with the requirements for physical presence described in the Employee's job description.

11.2 Hours of Work Exempt Employees

Exempt Employees are expected to manage their own hours of work such that they are able to complete their duties but are generally expected to be available for work during Tides Network's office hours of 9:00 am to 5:30 pm (local time) Monday through Friday, or as mutually agreed to by the Employee and their supervisor.

11.3 Non-Exempt Employees

A. Work Week

The regular workweek will be Monday – Friday 9:00AM – 5:30PM (local time) unless mutually agreed to by the Employee and their supervisor.

B. Work Breaks and Meal Periods

The Employer shall provide two (2) fifteen (15) minute paid rest periods and provide an unpaid thirty (30) minute meal period during a usual workday. Breaks and lunch shall be scheduled so as not to interfere with client needs. Employees working at a Tides office shall not be required to remain on the Employer's premises during their unpaid lunch break. Employees shall otherwise take and record their work breaks and meal periods in accordance with the law and the Tides Network Employee Handbook.

C. Overtime

The Employer shall pay time and one-half for all work performed by non-exempt Employees in excess of eight (8) hours per day or forty (40) hours per week. In the event that scheduled overtime work becomes necessary, it shall be scheduled in accordance with client need. The Employer shall otherwise pay overtime in accordance with the law. Except in an emergency, all overtime must have the prior approval of the primary supervisor.

D. Days off

Absent extenuating circumstances, no non-exempt Employee shall be required to work on their regularly scheduled day(s) off. An Employee who agrees to work on a day on which the Employee had been scheduled off will not be deprived of the opportunity of working their regular scheduled days that week with overtime pay if due under the overtime provisions of this Agreement.

11.4 After-hours Assignments

The Employer will make a good faith effort to notify Employees at least two (2) weeks in advance of the need to work outside of normal business hours.

Article 12 Safety and Health

12.1 Safety First

The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to comply with all health and safety codes and laws, at a minimum, in support of a safe and healthy work environment.

12.2 Right to Refuse Unsafe Assignment

An Employee who believes in reasonable good faith that a work assignment subjects them to unusually dangerous conditions which are not a standard or foreseeable part of the job shall promptly notify the Sr. HR Business Partner of the perceived unsafe condition. The Employer will consider the safety issue in reasonable good faith. Following each consideration, Employer may use its discretion regarding removing, re-assigning or requiring the Employee to complete the assignment. If the Employee refuses to complete the assignment, the Employer may place the Employee on unpaid leave and/or discipline the Employee. The Employer may not discriminate or retaliate against an Employee for raising safety concerns as described in this Article 12.

12.3 Continuation of Operations During Emergency Situations

In the event of circumstances in which Employer closes its offices because environmental conditions make in-person work unsafe (including, but not limited to, pandemics and natural disasters affecting the worksite) for an extended period (two weeks or more), Employer's remote work policies will apply to all staff. In addition, Employee will provide:

- Process for payment of items that Employer determines are necessary for completion of Employee's responsibilities that does not require Employee to expend personal funds and seek reimbursement.
- Supplemental compensation for those Employees who Employer determines are required to work at the office or in the field while the office closure and emergency remain in effect.
- Process for Employees to work with Managers and the People team to support additional flexibility regarding specific working hours, taking into account the impact of the environmental conditions, e.g. additional care needs for family members.

Article 13 Supplies, Equipment, and Expenses

13.1 Required Supplies and Equipment

The Employer shall provide Employees any supplies or equipment required for the performance of their duties. If an Employee believes that required supplies or equipment are not being provided, the Employee should inform the Employee's Manager. Employees should not purchase supplies and equipment themselves without authorization from the Manager.

13.2 Remote Work Stipend

The Employer will continue to offer a stipend of \$75/month to support flexibility in remote work.

13.3 Work Expenses

For attendance at events held by the Employer, customary and reasonable expenses will be paid or reimbursed upon submission of proper receipts.

13.4 Use of Employee Vehicles

Employees who are required to use their own vehicles for organization business shall be reimbursed for expenses incurred at the mileage rate allowed by the Internal Revenue Service (IRS) as the standard mileage rate for business use of an automobile and shall be reimbursed for parking and tolls. Tickets for parking, toll, and/or moving violations shall not be reimbursed. An Employee may decline to use their personal vehicle for organization business unless such use is specified in their job description.

Article 14 Immigrant Rights

14.1 Immigrants' Rights

In the event that a post-introductory period Employee has a problem with their right to work in the United States, or in the event the U.S Citizenship and Immigration Services (USCIS) or other agency specifically notifies the Employer of its intent to conduct an audit or investigation or serves a warrant relating to an Employee's authorization to work, the Employer shall notify the Employee as soon as the problem is known. Upon the Employee's request, the Employer shall meet with the Union to discuss the nature of the problem. Whenever possible, and to the extent permitted by law, the meeting shall take place before any action is taken by the Employer, but the Employer shall not be required to postpone such audits or meetings with agencies or refrain from providing information required by law.

14.2 Unpaid Leave

Upon request, Employees shall be released for a total of five (5) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the Employee only. The Employee shall submit proof of such proceedings and attendance by the Employee to the Employer if requested.

14.3 Reinstatement

A post-introductory period Employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be given priority consideration for reemployment into the position from which the Employee was terminated or a similar position for which the Employee is qualified, without loss of prior seniority and without an additional introductory period, provided the Employee produces proper work authorization and a position is or becomes vacant during such period.

14.4 No-Match Letters

If the Employer receives a "No-Match letter, Employer agrees to take any and all reasonable steps necessary to resolve the discrepancy prior to effectuating any adverse employment action in order to be consistent with applicable federal law, regulations, or enforcement guidelines.

14.5 Change in Name of Social Security Number

No Employee covered by this Agreement shall suffer the loss of seniority, compensation, or Agreement benefits due to any change in the Employee's name or social security number, provided that the new social security number is valid, and the Employee is authorized to work in the United States.

14.6 No Discrimination or Retaliation

Employer may not discriminate or retaliate against any Employee, including for engaging in union or protected and concerted activity or enforcing this Agreement, by inquiring into or using an Employee's work authorization status.

14.7 No Voluntary Authorization Programs

Unless required by law, Employer shall not use voluntary work authorization programs, such as e-Verify, for any non-introductory period Employees.

14.8 No Re-verification

Unless required by law, the Employer shall not re-verify unexpired work authorization documents which are facially valid.

14.9 New Legislation

The parties acknowledge that federal legislation, regulations, or enforcement guidelines ("law") are currently being considered pertaining to the rights of immigrants. The parties agree that they will meet and negotiate if changes in the law materially impact the rights and obligations outlined in Article 14. If the parties are unable to resolve issues pertaining to any such changes in the federal law, the issues shall then be submitted for resolution to arbitration. The arbiter will have the right to consider expert testimony.

14.10 Access to Facilities

The Employer shall not provide access to any Employer-operated facilities by Federal immigration authorities except as required by law.

14.11 Compliance with Law

Nothing in this Article shall be deemed to prohibit the Employer from taking any action, or require Employer to take any action, if Employer believes in good faith that such prohibition or requirement is inconsistent with Employer's obligations under federal and/or state laws.

Article 15 Harassment and Discrimination

15.1 Discrimination

The Union, the Employees and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, color, creed, gender identity and expression, religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, genetic characteristics and AIDS/HIV status), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), genetic information, sexual orientation, immigration status, language use, military, or veteran status, driver's licenses issues under section 12801.9 of the Vehicle Code and any other consideration made unlawful by federal, state or local laws or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy will be subject to disciplinary action up to and including termination. It is understood that the Employer is an equal opportunity employer, consistent with all applicable laws.

15.2 Harassment

Employees have the right to work in an environment free from harassment and discrimination with regard to the protected classes described above. In general harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contract, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, or displays that show hostility toward or denigrate an individual or group based upon a protected characteristic.

15.3 Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made, explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise intimidating or offensive work environment.

The Employer shall provide anti-harassment and discrimination training upon initial hire, and every two years thereafter or more frequently if required by law.

15.4 Violence in the Workplace

The Employer has zero tolerance for acts of violence or threats of violence. Without exception, acts and threats of violence are not permitted. A threat includes, but is not limited to, any indication of intent to harm a person or damage Tides property. Threats may be direct or indirect, verbal, or nonverbal.

All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline, up to and including termination. Possession of weapons in accordance with local jurisdiction in which the weapons are found while conducting any company business may constitute a threat of violence, and consequently may lead to discipline up to and including termination.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, employees must immediately report any incident of violence or threat of violence to a Manager or the Sr. HR Business Partner. Managers must document and report acts/threats of violence to the Sr. HR Business Partner (even if the Manager believes they have dealt with the issues sufficiently).

Employees who hear a violent commotion near their workstation are directed not to try to intervene or see what is happening, but instead to attempt to reach a safe place and call 911 immediately.

15.5 Union Representation in Cases of Workplace Harassment

In a meeting where management is investigating a formal complaint made by an Employee over workplace harassment based on category listed in this Article, the Employee making the complaint may bring a Shop Steward or Union Field Representative or other support person to the meeting, as long as that individual is not a witness regarding the complaint and agrees to be bound by any confidentiality instructions intended to maintain the integrity of any investigation.

Article 16 Seniority & Layoffs

16.1 Seniority

The parties agree to abide by the principle of seniority for layoffs. Seniority, for the purpose of layoff, is defined as continuous employment with Tides (both Network and Advocacy) starting from the first date of hire as a regular (full time/part time) Employee, or the first date of hire as set forth in Article 9, Section 9.3. Employees shall suffer no loss of seniority if a break in service is less than six (6) months. A seniority list shall be maintained by Human Resources and will be provided to the Union upon request. The list shall include the name, classification, and date of hire of Employees. The Employer shall provide the Union with a list of all new Employees, terminated Employees, and Employees on leaves of absence on a monthly basis.

16.2 Layoff Notification

When the Employer concludes that layoffs are necessary, the Employer will provide the Union and affected Employees with at least sixty (60) days written notice or, if less than sixty (60) days written notice, regular pay for the Employees for the period (up to sixty (60) days) during which notice was not given. Upon written request by the Union, the Union and the Employer shall meet to negotiate over the effects of the layoff(s). Either Union or Employer may propose alternatives to layoffs during this process.

16.3 Severance & Related Benefits

An Employee subject to layoff under this Article shall receive one (1) month of severance pay (at the employees' current salary) for the first year of service plus an additional two weeks of severance pay for each subsequent year of service (Network and Advocacy), if the Employee is displaced through no fault of their own (i.e. layoff, reduction in force). For example, an Employee with four years of seniority would receive a total of approximately 10 weeks of severance (1 month plus 2 weeks for each year of service, for a combined total of approximately 10 weeks).

Employees subject to layoff under this Article shall also receive a minimum of two months of outplacement services paid for by the Employer.

16.4 Seniority Rights and Layoff Process

When the Employer concludes that layoffs are necessary, Employees in the same position and role as the individual designated for layoff shall first be given an option for voluntary layoff, unless the Employee designated for layoff indicates that they desire to be laid off. The Employer shall have the discretion to select who to lay off in the event more than one Employee volunteers to be laid off. Notice to Employees of the opportunity for voluntary layoff shall be provided concurrently with notice to the Union that layoffs are necessary.

16.5 Medical Coverage for Laid Off Worker

If a layoff occurs, and the Employee is enrolled in one of the Employer's medical plans, the Employer will pay the premium required by COBRA for at least the period of time represented by the severance payment.

16.6 Recall Rights

- 1. For twelve (12) months after a layoff, the Employer shall recall laid off Employees prior to the hiring of any new Employee in the position that is the same or substantially similar to that of the laid off Employee(s). Recall shall be first, by prioritizing an Employee who was laid off from the same position that is being hired, and second, in inverse seniority order of layoff from the Employer. Any Employee recalled within six (6) months following layoff shall retain their seniority and shall be entitled to accrue benefits under this Agreement, upon recall, on the basis of such seniority.
- 2. Employees on layoff shall be responsible for informing the Employer of current contact information (mailing address, email and telephone number) while on layoff.

16.7 Recall Notification

The Employer shall inform the Employee and the Union Field Representative of recall by use of email and cellular telephone number on file. The Employee shall have ten (10) business days from the date of notification to inform the Employer if the position is accepted. Failure to respond to a recall notification will constitute a rejection of recall, and will cause the Employee to be stricken from the seniority and layoff lists.

16.8 Seniority During Absence

Seniority is continuous during authorized leaves of absence or layoffs of six (6) months or less.

Article 17 Personnel Files

17.1 Access to Records

Upon request, Employees have the right to review their personnel files and the Employer shall make the Employee's personnel files available for inspection. If requested by the Employee or their authorized representative, the Employer must make either a physical or electronic copy of the personnel file available at the place where the Employee reports to work, or at another location agreeable to the Employer and the requester. If the Employee is required to inspect or receive a physical copy of the personnel file at a location other than the place where he or she reports to work, no loss of compensation to the Employee is permitted. Personnel files must be made available for inspection within seven (7) calendar days of the request unless it is not practicable to do so.

17.2 Signature

Signature endorsement by the Employee shall be requested for all evaluations and disciplinary actions. The signature only means that the Employee has received a copy of these documents and does not necessarily mean agreement with the contents. If the Employee refuses to sign an evaluation and/or disciplinary action, then the Employer shall simply write "Employee refused to sign" on that document. The Employer will inform the Union if an Employee refuses to sign an evaluation or disciplinary action.

17.3 Comments

The Employee may subject for inclusion in the personnel file written comments in response to performance evaluations and disciplinary actions. Employee comments shall be a permanent part of the document responded to, and retained so long as that document is retained, in accordance with Tides standard document retention policy.

17.4 Removal of Material

Material in an Employee's personnel file will be removed or otherwise deleted if the Employer and the Employee agree to do so, or as required by this Agreement.

17.5 Complimentary Material

At the request of an Employee, written information of a complementary nature received by the Employee or Employer pertaining to the work performance of the Employee shall be placed in the Employee's personnel file. The Employer may place in the file written comments regarding complimentary material and such comments shall be permanent part of the material.

17.6 Anonymous Material

No anonymous material will be introduced into the file of any Employee, except where such material includes allegations that were investigated and concluded. Such material placed in the file

prior to the execution of this Agreement shall be given no weight or consideration for any purpose whatsoever.

17.7 Confidentiality

Evaluations and personnel files shall be considered confidential and for internal use only by the Employee and the Employer and shall be kept in the Employee's personnel file for the duration of their tenure. Evaluations shall not be disclosed to a third party without the written permission of the Employee, except as required by law. For the purposes of this paragraph, "third party" does not include the Employer's legal counsel.

17.8 Evaluations

Should management choose to hold annual employee evaluations, such evaluations shall be understood to be a tool for growth of the Employee should not be used as a disciplinary measure and are not intended to replace regular supervisor/employee feedback. The purpose of the evaluation shall be to review the previous year's work, including by identifying accomplishments and providing constructive feedback, set goals for the upcoming year and discuss professional development goals. All evaluations, including "peer-reviews" if the Employer chooses to do them, shall occur during paid time.

17.9 Evaluation of Managers by Direct Reports

Employer shall provide a standardized form and process for each Employee to provide feedback regarding the management person that they report on a regular basis, no less than once per calendar year. Such feedback should not be used as a disciplinary measure, and is not intended to replace regular supervisor/employee feedback.

Article 18 Discipline and Discharge

18.1 In General

Tides' employment policies are set forth in the Tides Network Employee Handbook and shall continue to apply unless in conflict with this Agreement. Employees should consult the Tides Network Employee Handbook for specific policies regarding disciplinary actions for prohibited conduct.

This Article does not apply to separations from employment due to a layoff, resignation, or medical separation.

18.2 Just Cause

The Employer shall not discipline or terminate an Employee who has successfully completed any required introductory period without just cause.

18.3 Notification of Rights

Employees shall be provided notice of any discipline or termination which shall include notice to the Employee informing them of their right to attach a rebuttal to the documentation, and of their right to have Union representation present during disciplinary meetings. The notice shall also provide the Employee the facts upon which the discipline or termination is based.

18.4 Progressive Discipline and Performance Management

When the Employer determines that an Employee's performance does not meet minimum standards or the Employee has otherwise engaged in prohibited conduct, the following progressive discipline process will generally be followed.

- I. Informal discussion (This step may be repeated based upon the severity of the alleged issue)
- II. **Verbal Warning** (written documentation of warning shall be provided) (This step may be repeated based upon the severity of the alleged issue).
- III. Written Warning, addressing the specific nature of the problem and the specific steps which must occur for remediation (This step may be repeated based upon the severity of the alleged issue) A Warning may take the form of a Performance Improvement Plan, establishing specific benchmarks for performance and establishing a time period for evaluation. Employees may seek Union representation in the development of these benchmarks and deadlines. At the conclusion of the evaluation period, the Employer, Employee, and Union Field Representative (if requested by the Employee) shall meet to discuss whether the Performance Improvement Plan benchmarks have been met. (This step may be repeated based upon the severity of the alleged issue)
- IV. **Suspension without compensation** (including sick pay/vacation hours), with written documentation addressing the specific nature of the problem and the specific steps which must occur for remediation. (This step may be repeated based upon the severity of the alleged issue)

V. Termination of Employment

Subject to the principles of just cause, the Employer has the right to impose discipline at any level as it deems appropriate under the circumstances, up to and including immediate termination of employment.

18.5 Administrative Leave

The Employer has the right to place an Employee on Paid Administrative Leave, which shall not be considered a disciplinary action.

18.6 Notification

The Employer shall provide to the Employee and the Union Field Representative notice of the imposition of any written warning, suspension, or termination when it is taken. If the Employee is unavailable at their worksite, notice by certified mail to their last known home address on file shall constitute sufficient notice under this section.

Once a written warning, suspension, or termination is imposed, it is the Employee's responsibility to seek Union representation. If an Employee elects, the Employee may self- represent. The Employee or Union may request a meeting with the Employer to discuss the discipline under Step I of the Grievance Procedure. At the Step I meeting the parties should be prepared to discuss the disciplinary action, including but not limited to the allegation(s), if the allegation(s) constitute just cause for the discipline, alternatives to the disciplinary action, and how the Employee can improve their performance to correct the cause of the disciplinary action, if applicable.

The Employee and/or Union may skip Step I of the grievance process and file a written grievance directly at the Step II level. Only a written warning, suspension or termination may be the subject of a written grievance.

An informal discussion or verbal warning shall not be subject to the grievance process. Upon request of the Employee, any documentation of an informal discussion or verbal warning placed in an Employee's personnel file shall be removed after twelve (12) months if there is no subsequent disciplinary action on the same or related issue(s). Whether or not the Employee or Union seeks a Step I meeting, a Step II written grievance may be filed over any disciplinary action.

18.7 Right to Attach Rebuttal

Employees have the right to attach a rebuttal to any disciplinary notice introduced into their personnel file.

Article 19 Grievance Procedure

19.1 Grievances

In the event of any complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement, the following procedure will be followed.

19.2 Grievance Submission

Grievances at the Step II level must be submitted in writing within thirty (30) calendar days of the date the Employee, Shop Steward or Union Field Representative knew, or reasonably should have known, of the alleged violation; otherwise, the right to grieve is lost.

19.3 Grievance Stages

In the case of Termination under Article 18 (Discipline and Discharge), the Grievance Procedures shall begin with Step II.

Step I

Grievances may initially be taken up orally by the Employee and/or the Shop Steward with the Sr. HR Business Partner, in an attempt to settle the matter on an informal basis. The Employer shall respond to the grievant or Shop Steward and/or Union Field Representative with its decision no more than ten (10) business days after receipt of the grievance.

Step II

If the grievance is not satisfactorily settled at Step I, the Employee or the Union may submit a written grievance to the Sr. HR Business Partner. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement in which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward, and/or Union Field Representative. The Employer shall schedule to meet with the grievant, the Shop Steward, and/or the Union Field Representative within ten (10) business days of the submission of the grievance. A written response will be provided within ten (10) business days of said meeting, unless extended by mutual agreement. If the matter is not resolved, the aggrieved party may proceed to Step III. Such action must be taken within ten (10) business days of receipt of the Employer's written response.

Step III

If the grievance is not satisfactorily settled at Step II, the Employee or Union may submit a written grievance to the Sr. Director, Talent or their designee. The Sr. Director, Talent or their designee will schedule and attend a meeting between the parties in an attempt to resolve the grievance. The Sr. Director, Talent or their designee will issue a written response within ten (10) business days of the meeting. If the grievance remains unresolved, the Union may proceed to Step IV. The Sr. Director, Talent shall not designate a manager who has previously been party to the grievance to serve as their designee.

Step IV

If the grievance remains unresolved, it may be referred by the Union to arbitration with notice to the Employer. Such a request must be made within ten (10) business days after receipt of response to Step III. Upon receipt of the written request for arbitration, the Employer and the Union shall meet to select a mutually agreeable impartial arbitrator. In the event that the Parties are unable to mutually agree upon an impartial arbitrator within fifteen (15) business days of the written request, then either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service to submit a list of five

(5) representative arbitrators. The parties will alternately strike a name from the panel furnished until one (1) name remains. The parties shall flip a coin to determine which party shall begin the process. Both parties will share equally in the cost of arbitration; provided that each party will bear its own cost of representation and, unless mutually agreed, the party requesting a court reporter shall pay any cost associated with their attendance.

The arbitrator will have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator will be final and binding upon both parties.

In the event of a dispute as to the arbitrability of a grievance, either party may ask the arbitrator to bifurcate the arbitration proceeding to decide the issue of arbitrability first before proceeding to the merits of the case. If the arbitrator determines that bifurcation is appropriate, the arbitrator shall decide the bifurcation issue sufficiently in advance of any hearing on the merits so that the expense of preparing for the hearing on the merits can be reasonably avoided by the parties.

19.4 Additional Provisions

The parties by mutual agreement in writing, may:

- 1. Extend any of the time limits set forth in this Article, such as in the event of vacation or leave by the grievant. Such requests will not be unreasonably denied; or
- 2. Skip steps in a specific instance. In the absence of such a mutual agreement, the failure of the Employer to respond within the time limits prescribed herein will allow the Union to advance the grievance to the next step.

19.5 Dispute resolution

The grievance and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

19.6 No Discrimination

No Employee shall be discriminated or retaliated against for filing a grievance.

Article 20 Compensation

20.1 Annual Compensation Increases for Employees

Upon ratification of this Agreement, all Employees who were employed as of January 1, 2022 will have their salaries increased by 4.0% retroactive to January 1, 2022.

On January 1, 2023, all Employees will have their salaries increased by 4.0%.

On January 1, 2024, all Employees will have their salaries increased by 4.0%, unless the conditions in 20.4 are triggered.

20.2 Compensation Upon Relocation

To the extent that any salary structure includes geographical differences in pay ranges, Employees who relocate to a different geographic area must provide at least sixty (60) days' notice of the relocation so that the Employer can evaluate any potential changes to salary and/or benefits. Employees who relocate to a geographic area with a higher pay range for their position will have their salary increased to the comparable level in the higher range within thirty (30) days of their move, retroactive to the date of their move. Employees who relocate to a geographic area with lower pay range for their position will have their salaries frozen at their rate of pay until the scale applicable to their area increases to include them.

Salaries will not be adjusted for a relocation that is intended to be temporary.

20.3 Year 1 - Job Grades

By August 31, 2022, the parties will meet to review the results of a job grade and salary range review being conducted by consultants retained by the Employer, including the methodology for benchmarking and the bases for any geographical differences in pay ranges. The Union will have fifteen (15) days to provide input, if any, regarding the inputs or conclusions of that work. By October 31, 2022, the Employer will finalize the establishment of no more than fifteen (15) salary grades with salary ranges to be used for bargaining unit positions. Employer will provide the Union with that framework prior to its adoption by Employer, and the Union may request to negotiate over the effects of implementation of that structure.

The salary of any Employees earning below the minimum of the applicable salary range at the time the grades are implemented will be increased to the bottom of the range retroactive to January 1, 2022.

20.4 Years 2 and 3 - Placement in Salary Range

By September 1, 2023, the parties will meet to discuss placing all existing Employees into the appropriate salary band of their salary range, based on the time in role. In lieu of a January 1, 2024, annual compensation increase, Employees will be placed into the appropriate salary band of their

salary range, provided that their placement represents a 4.0% raise from their prior rate of pay, unless a 4.0% raise would place the Employee above the maximum of the applicable salary range, in which case the Employee will receive a raise up to the maximum of the applicable salary range. Except as provided in this Article, any Employees earning above the maximum of a new applicable salary range will maintain their existing salaries.

This placement of Employees within salary bands effective January 1, 2024, will be in lieu of any annual compensation increase described in Section 20.1, above. In the event the parties are unable to reach agreement on the placement of all Employees into salary bands by December 31, 2023, Employees will receive the annual compensation increase of 4.0% set forth in 20.1 and will not then receive a 4.0% increase upon placement into a salary band.

For new Employees, the Employer will place them in the appropriate salary band based on experience and market conditions. Subsequently they will advance in their salary range when they meet the time in role requirements for the next pay band.

20.5 Adjustment of Salary Ranges

Employer will conduct an annual review of market conditions to determine whether salary ranges need to be adjusted. The Employer will provide the Union notice of any proposed salary range adjustments prior to their adoption by the Employer and will meet with the Union upon request to bargain over the effects of any new salary ranges. Any salary adjustments will become effective on January 1st of the next calendar year provided that the bottom of each range will be increased by no less than 4% by January 1, 2023, and 2024. The salary of any Employees earning below the minimum of a new applicable salary range will be increased to the bottom of the new salary range effective January 1st of the next calendar year.

20.6 Additional Compensation

The Employer may provide additional compensation in the form of bonuses, stipends, equity increases, or similar forms of compensation to Employee(s). If the Employer decides to provide such compensation, the Employer will provide the Union fifteen (15) days advance notice and discuss the compensation with the Union at its request.

Article 21 Professional Development

21.1 Employee-Directed Professional Development

Employer will pay the costs or reimburse amounts of up to \$1000 each year for each Eligible Employee to support job-related professional development and certifications. This amount can be spent on attending professional development training, conferences, and/or seminars selected by the Employee that are related or natural extensions of the Employee's job, field of practice or related career advancement.

Employees must provide thirty (30) days' notice, or as much notice as is possible, of the Employee's desire to attend a training, conference, or seminar. Requests for professional development will be reviewed to ensure that they do not unreasonably interfere with staffing and otherwise comply with the requirements of this Article. If a timely request for time off for professional development is denied because of staffing needs, any remaining funds available under this Article shall roll over to the next year for that Employee. Employees will receive paid time off to allow attendance at approved professional development.

Any expenses paid by the Employer and/or reimbursed to the Employee under this section must meet IRS guidelines to be non-taxable as wages.

"Eligible Employee", for the purposes of this Section 21.1, means any Employee working 20 hours or more per week and who has successfully completed their introductory period.

21.2 Employer- Mandated Professional Development & Licenses

When attendance is required by the Employer, the Employer will pay the tuition and/or registration fee for conferences, seminars, distance learning and workshops, along with reasonable travel expenses, if travel is required. Time spent in mandatory trainings or classes will count as paid time.

For an Employee whose job requires a professional license, certificate or registration, the Employer will pay reasonable costs for continuing education units (CEU's) and related fees that are required by the license, certificate or registration.

21.3 Educational Assistance

Tides supports Employees who wish to continue their education outside of business hours to secure increased responsibility and growth within their professional careers. In keeping with this philosophy, Tides will reimburse up to a maximum of \$5,250 per year incurred by each Eligible Employee for continuing education at an accredited institution and that otherwise meets the requirements of IRS Section 127. "Eligible Employee", for the purposes of this Section 21.3, means any full-time regular Employee who has completed their introductory period.

Expenses must be validated by receipts and qualify for reimbursement under the requirements of IRS Section 127. To receive tuition reimbursement, an Employee should follow the procedures listed here:

- 1. The Employee must provide their Manager with information about the course for which they would like to receive reimbursement.
- 2. The pre-approval section of the tuition reimbursement form should be completed, and all the appropriate signatures obtained prior to enrolling.
- 3. The Employee will maintain the original until they complete the course. The Employee can then enroll in the course.
- 4. After completion of the course, the Employee should provide certification of completion and resubmit the original tuition reimbursement form with the reimbursement section filled out, including appropriate signatures, as well as receipts.
- 5. The People department will then coordinate the reimbursement with the Payroll department.

Article 22 Health Benefits

22.1 Employees Based in California

The Employer shall provide to all Employees in California at least one HMO plan option and one PPO plan option. The plan design of the HMO and PPO plans will not be materially changed during the life of the Agreement.

Effective January 1, 2023, the Employee contribution level shall not exceed the following:

Selection	НМО	PPO	PPO HDHP (Optional
			Offering by Employer)
Employee Only	5.5%	26.5%	.1% (\$1.00) **
Employee + *	11.0%	28.0%	.1% (\$1.00) **

^{*}Plans that include employee + spouse and/or children, and/or family.

22.2 Employees Based Outside of California

Employer and Union recognize that depending on an Employee's geographic location it is not feasible to provide the same options to Employees outside of California as provided to Employees in California. For those Employees based outside of California, the Employer shall provide at least one PPO plan option and at least one EPO option.

Effective January 1, 2023, the Employee contribution level shall not exceed the following:

Selection	EPO	PPO	PPO HDHP (Optional
			Offering by Employer)
Employee Only	5.5%	26.5%	.1% (\$1.00) **
Employee + *	11.0%	28.0%	.1% (\$1.00) **

^{*}Plans that include employee + spouse and/or children, and/or family.

^{**} As of the date of this Agreement, the Employer contributes \$750 to Employee HSA for Employee Only; \$1500 to Employee HSA for Employee + plans.

^{**} As of the date of this Agreement, the Employer contributes \$750 to Employee HSA for Employee Only; \$1500 to Employee HSA for Employee + plan.

Article 23 Retirement

23.1 Retirement Benefits

The Employer will provide a 403(b) plan to eligible Employees.

Through payroll deductions, Employees can make pre-tax contributions and after tax-Roth contributions from eligible compensation. Internal Revenue Service (IRS) dollar limits apply.

Tides will make a safe harbor matching contribution each payroll period equal to 100% of the first 4% of the Employee's pre-tax or Roth salary deferral contributions, plus 50% of the next 2%, up to a maximum of 5% of salary, not to exceed the IRS limit. If the Employee does not contribute during a pay period, the Employee will not receive the match. Additionally, the retirement plan does not include a "true up" provision.

The vesting schedule for Employer Contributions is immediate at 100%.

Article 24 Wellness Leave

24.1 Use of Wellness Leave

All Employees may use all wellness leave to care for themselves, including for mental health reasons, a family member (including a child, parent, sibling, legal guardian or ward, grandparent or grandchild, spouse or registered domestic partner), or a "designated person" and others as defined by applicable law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

If an Employee has no spouse or registered domestic partner, the Employee may designate one person for whom the Employee may use paid wellness leave to provide aid or care. The Employee must make this initial designation no later than thirty (30) days after starting to accrue wellness leave, and the Employer will also provide an annual ten (10) day window during Open Enrollment to name or change the designated individual. To do so, the Employee must complete the Designated Individual form (Employer generated) in the New Hire Package (Employer generated). If the form is not returned to the People Team within this window, the Employee waives the right to designate a person until the next Open Enrollment.

Paid Wellness Leave shall not be paid in increments less than one hour.

24.2 Eligibility

Paid wellness leave is available to all Eligible Employees for periods of temporary absence for reasons in 24.1

"Eligible Employee", for the purposes of this Article 24, means: classification(s):

- * Regular full-time Employees
- * Regular part-time Employees

24.3 Wellness Leave Entitlement

All Eligible Employees shall be entitled to twelve (12) days' wellness leave with pay for each calendar year.

24.4 Wellness Leave Carry Over

Unused wellness leave will automatically carry over into the next year up to the maximum accrual rate of one hundred forty (140) hours

24.5 Notice and Certification

Where the need to use wellness leave is foreseeable, Employees shall provide reasonable advance notice of their need to use wellness leave. Where the need to use wellness leave is unforeseeable, Employees shall provide notice as soon as practicable.

Employees using wellness leave for longer than three (3) consecutive workdays may be asked for medical certification or some other form of documentation for the use of wellness leave. The Employer may require medical certification or some other form of documentation for the use of wellness leave of less than three (3) consecutive workdays where there is a pattern or clear instance of abuse.

24.6 Extended Medical Leave

As an additional condition of eligibility for wellness leave benefits, an Employee on wellness leave in excess of five (5) workdays is encouraged to apply for any other available compensation and benefits, such as workers' compensation or state disability. Wellness leave benefits may be used to supplement any payments that an Employee is eligible to receive from state disability insurance, workers' compensation, or Tides-provided disability insurance programs, as permitted by applicable law. The combination of any such disability payments and wellness leave benefits cannot exceed the Employee's normal weekly earnings.

24.7 Confidentiality

Employees shall not be required to divulge the details of their illness or other confidential medical information in order to use wellness leave. This does not prevent the Employer from asking for medical certification under section 24.5.

Article 25 Vacations

25.1 Vacations

Regular full and part-time Employees are eligible for paid vacation. Employees working less than a full-time schedule are eligible for vacation time on a prorated basis based upon the percentage of time worked. Vacation leave may be taken in full day or, for non-exempt employees, in increments of 2 hours or more. For the purposes of this Agreement, time worked includes any time in paid status.

Employees should consult with the Tides Network Employee Handbook for additional details on Vacation benefits.

25.2 Accrual of Vacation

For all regular Employees, vacation time accrual balances are updated every pay period, in accordance with the table below. No vacation time benefits are accrued while the Employee is on an unpaid leave of absence.

Length of Service	Annual Accrual	Maximum Accrual
Start- 35 months	15 days (120 hours)	210 hours
36 months - 83 months	20 days (160 hours)	280 hours
84 months +	25 days (200 hours)	350 hours

25.3 Scheduling Vacation

Advance approval is necessary for all vacations. Employees must complete a vacation request and have it approved by the Employer prior to the beginning of the requested vacation. The Employer will respond to vacation request(s) within five (5) business days of the submission of the request. Requests may be submitted up to twelve (12) months in advance. Accrued vacation time cannot be taken until after successful completion of the introductory period, unless agreed by the Employer prior to hire date, and at no time can an Employee take more vacation than has been accrued.

The Employer will attempt to schedule vacation requests in accordance with each individual's preferences; however, final scheduling consideration must include operational and staffing needs of the Employer. Where operational and staffing needs prevent multiple vacation requests from being approved as submitted, timing of requests shall determine the order of preference.

25.4 Carryover

The Employer encourages all Employees to take their earned vacation time each year. However, if the Employee does not use their entire vacation time in the year after it is accrued, the remaining balance is carried forward up to the maximum accrual limit. If an Employee reaches the maximum vacation accrual, accrual will stop and only resume once the Employee uses vacation.

25.5 Payout Upon Termination

Any available vacation accrued pro-rata through the final date of employment will be paid to an Employee upon termination of employment.

25.6 Recording Approved Vacation Time

Vacation time must be accurately logged by Employees in the HRIS system.

Article 26 Leaves of Absence

This Article 26 sets forth the major types of leaves of absence available to Employees and general eligibility criteria. Employees should consult the Tides Network Employee Handbook or contact the People Team for specific details on how to take advantage of these types of leaves.

26.1 Voluntary Leave

It is the Employer's policy to consider granting leaves of absence to eligible Employees who must be away from their jobs for reasons of civic duty or due to circumstances beyond their control. Such leaves may be granted with full pay, partial pay or without pay. Generally, the circumstances under which leaves will be considered are set forth below. The Employer follows all applicable local, state and federal leave laws, including FMLA and CFRA. In the event that federal, state, or local law provides a greater benefit than that provided in this Agreement, the Employer will provide the greater benefit to those Employees in the jurisdictions requiring the greater benefit. The Tides People Team shall be contacted to confirm the Employee's specific eligibility and pay status for any leave of absence that may become necessary. Possible reasons for such leaves of absence include but are not limited to those enumerated in this Section.

26.2 Jury and Witness Duty Leave

As soon as an Employee receives a notice or summons from the court, the Employee should notify their Manager of the need for time off. Employees are required to provide to the Tides People Team written verification from the court of having served on a jury or as a witness.

The Employer shall grant up to thirty (30) days of paid leave to Employees who are called for jury duty to fulfill their civic obligations. The Employee will need to present a jury summons or some other verification of their jury duty. If jury duty extends beyond 30 work days, Employees may request a personal leave of absence and may choose to take vacation time to receive pay.

26.3 Family and Medical Leave Act

Under FMLA, Employees are eligible to take up to 12 workweeks of unpaid family medical leave within any 12-month rolling period, for their own serious health condition or for the serious health condition of specific family members if the following conditions are met:

• The Employee has at least 12 months of service with Tides Network within the last seven years; and

- The Employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- Employees are eligible to take up to 12 workweeks of unpaid family medical leave within any 12-month rolling period, to bond with a new child within one year of the child's birth, adoption, or foster care placement, if the following conditions are met:
- The Employee has at least 12 months of service with Tides Network within the last seven years; and
- The Employee is employed at a worksite where there are 20 or more employees within a 75-mile radius (this FMLA provision is not enforced by Employer, as stated below).

Leave may be taken for one or more of the following reasons:

- The birth of the Employee's child, or placement of a child with the Employee in connection with adoption or foster care;
- To care for the Employee's spouse, domestic partner, child, grandparent, grandchild, sibling,
 - parent-in-law, or parent who has a serious health condition;
- For a serious health condition, as defined by law, that makes the Employee unable to perform their job except pregnancy, childbirth, or related medical condition; or

For any "qualifying exigency" related to the covered active duty or call to covered active duty of an Employee's spouse, domestic partner, child, son, daughter, or parent in the Armed Forces.

It is the intent of this Agreement that the Employer's FMLA leave policies be consistent with any applicable legal requirements, *provided that* Employer will not require that an Employee be employed at a worksite where there are 20 or more employees within a 75-mile radius to be eligible for FMLA leave.

For additional information about eligibility for family/medical leave, contact the Tides People Team.

26.4 Return from FMLA Extended Leave

Upon returning from FMLA leave, an Employee shall be placed in their original job or, in the case of leave in excess of six (6) months to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as they occupied before the leave. Upon the Employee's return the Employer shall ensure that the Employee remains enrolled in all eligible benefits including Direct Deposit.

26.5 Continuation of Benefits

If eligible for FMLA, an Employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which the Employee was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a

covered service member) at the level and under the same conditions of coverage as if the Employee had been actively employed. Employer will continue to make the same premium contribution as if the Employee had continued working, and the Employee will be expected to make their premium contributions during the leave. Payment is due when it would be made by payroll deduction. In some instances, Employer may recover from an Employee the premiums paid by Employer to maintain health coverage if the Employee fails to return to work following family/medical leave.

26.6 Intermittent or Reduced Work Schedule Leave

If eligible for FMLA, Employees may take family medical leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the Employee's child, parent, or spouse, or of the Employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is fifteen (15) minutes.

Where an Employee takes leave on a reduced work schedule or intermittent basis, the Employer may transfer the Employee temporarily to an available alternative position with equivalent pay and benefits if it better accommodates the recurring periods of leave. Prorated vacation, personal and wellness time will be earned based on the number of hours worked.

26.7 Employer-Sponsored Paid Family Leave

Employer provides pay to regular Employees who need time off to care for themselves or family members. An Employee may qualify for family leave if any of the following apply:

- To prepare for the birth of a child
- To care for a newborn child
- For adoption or foster care placement of a child
- To care for a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling with a serious health condition
- To take care of the Employee's own serious health condition
- To transition the Employee or the Employee's spouse, domestic partner, child, or parent or parent-in-law who are called to active duty

These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

Regular, full-time Employees will receive pay for ten (10) days (80 hours). Regular, part-time Employees will receive a prorated amount. All Employees are eligible for Employer-sponsored paid leave upon hire and the paid leave benefit can only be utilized one time within a 12-month period. If the Employee is eligible for Family and Medical Leave (See Section 26.3, above), Employer-Sponsored Paid Family Leave will run concurrently with Family and Medical Leave.

26.8 City & State-Sponsored Paid Family Leave

Certain cities and states offer a paid family leave (PFL) benefit for employees who qualify. Employees must submit a claim directly, and all benefits determinations will be made by each state. Requests for the time off should be in accordance with Employer's policies and applicable law. If Employees think they may qualify for a paid family leave they should contact the Tides Benefits Manager to find out about the benefits in each state.

If permitted, any city or state sponsored paid family leave will run concurrently with any eligible Family and Medical Leave (Section 26.3) and any Employer-Sponsored Paid Family Leave (Section 26.7).

26.9 Leave for Victims of Crime or Abuse

Employees who are victims of crime or abuse are eligible for unpaid leave. Under this Section 26.9, "victim" includes any of the following:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.
- For the purposes of requesting leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, any person against whom any crime has been committed.

An Employee may request leave if they are involved in a judicial action, such as appearing as a witness in a judicial proceeding, or obtaining or attempting to obtain relief to ensure their health, safety, or welfare, or that of their child. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief. If Employee is taking time off to obtain relief, such as a restraining order, Employee must provide reasonable advance notice of their intention to take time off. If advance notice is not possible, Employee must provide appropriate documentation within a reasonable time after the absence. Employee may choose to apply vacation time to an absence taken under this policy.

Employee may also request unpaid leave for any of the following:

- To seek medical attention for injuries caused by a crime or abuse
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of crime or abuse
- To obtain psychological counseling or mental health services related to experiencing crime or abuse;
- To participate in safety planning and take other actions to increase safety from future crime or abuse including temporary or permanent relocation.

If Employee is taking time off for any of the reasons listed immediately above, Employee must give their Manager or Tides People Team reasonable advance notice of their intention to take time off, unless the advance notice is not feasible.

When an unscheduled absence occurs, Employee must provide certification of their need to take leave under this Section 26.9 within a reasonable time after the absence. Certification includes:

- A police report indicating that Employee was a victim of crime or abuse
- A court order protecting or separating Employee from the perpetrator of crime or abuse or other evidence from the court or prosecuting attorney that Employee appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health-care provider, or counselor that Employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from crime or abuse
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the Employee, or an individual acting on the Employee's behalf.

26.10 Pregnancy Disability Leave

When an Employee is disabled due to pregnancy, childbirth or related medical conditions, they are eligible for unpaid leave from work without regard to length of service. The length of pregnancy disability leave will be determined by the Employee's medical provider, up to the number of days that the Employee normally would work within four calendar months. Such leave will run concurrently with FMLA.

Leave for disability due to pregnancy, childbirth or related medical conditions does not need to be taken in one continuous period of time. Pay and benefits available to Employees on disability leave due to pregnancy, childbirth or related medical conditions are the same as provided to Employees on leaves due to their own serious health condition as described in the Family and Medical Care Leave Policy (FMLA).

Reasonable requests for work modifications, transfers of job duties, transfer of the Employee to a less strenuous or hazardous position, or other accommodations will be made if a request based on the advice of the pregnant Employee's health care provider should be made to the People Team. The Employer will engage in a good faith interactive process to determine whether accommodations are feasible.

If an Employee needs to take pregnancy disability leave, reasonable advance notice shall be submitted to the People Team together with a healthcare provider's statement (i.e., Employer-provided form) certifying the last day that the Employee will be able to work and her expected date of return.

An Employee may choose, but is not required, to use accrued vacation or sick time during a pregnancy disability leave.

26.11 Organ and Bone Marrow Donor Leave

Employees who have worked at Tides Network for a minimum of ninety (90) days and are donors of organ or bone marrow may take unpaid time off in any rolling one-year period as follows:

- Up to thirty (30) business days of leave to donate an organ to another person.
- Up to five (5) business days of leave to donate bone marrow to another person.

During a leave for organ/bone marrow donors, the Employer will continue to provide and pay for any group health plan benefits to the extent that the Employee was enrolled before the leave of absence.

Employees who wish to take a leave of absence to donate bone marrow or an organ may be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

The Employer may require the Employee to use up to five (5) days of sick leave and/or vacation during a leave for bone marrow transfer and up to two (2) weeks of sick leave and/or vacation during a leave for organ donation.

26.12 Child Care Provider, School Activities and Emergency Leave

Employees are encouraged to participate in the school activities of their child(ren). Employees may take unpaid leave subject to the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten
 or grades one to 12, or enrolled with a licensed child care provider, may take time off for a
 school activity, or child care provider or school emergency;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their Manager;
- If both parents are employed by Tides Employer, the first Employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their Manager;
- Employees must use available vacation leave if they wish to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay, and
- Employees must provide their Manager with documentation from the school verifying that the employee participated in a school activity on the day of the absence

for that purpose.

"Child care provider or school emergency" means that an Employee's child cannot remain in a school or with a child care provider due to one of the following:

- The school or childcare provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider.
- Behavioral or discipline problems.
- Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays.
- A natural disaster, including, but not limited to, fire, earthquake, or flood.

For a child care provider of school emergency, the Employee should alert their Manager as soon as possible before leaving work. No retaliation will be taken against an Employee who takes time off for this purpose.

26.13 Bereavement Leave

Employees will receive upon request up to five (5) days paid leave upon the death of an Employee's family member for the purpose of being bereaved and/or attending to any obligations. These bereavement days need not be taken consecutively.

For purposes of this Section 26.13, the term "family member" shall be defined as a spouse or domestic partner, children, parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, a relative living with the employee, or the parents or children of a spouse or domestic partner. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Any person with whom the affected Employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by the People Team within twenty-four (24) hours of a request by the Employee to the People Team.

Article 27 Holidays

27.1 Holidays

Regular full-time and part-time Employees are eligible for Holiday pay. Full-time Employees will receive pay for a full day of work on Holidays. Part-time Employees will receive pay on a prorated basis for Holidays.

Employees must receive approval from their Manager before performing work on a Holiday. Regular non-exempt Employees who are required to work on a paid Holiday will receive their Holiday pay in addition to their regular wages for performing work on the Holiday.

27.2 Recognized Holidays

The Employer shall grant to all Employees covered by this Agreement the Holidays listed below with pay:

- Martin Luther King Day
- Presidents' Day
- Decoration/Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Armistice/Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- End of Year Closure (12/25 thru 1/1; depending on the day of the week of recognized holidays, additional days may be added)
- Three (3) Floating "Optional Holidays"

If a Holiday falls on a Saturday or Sunday, the holiday may be recognized on the preceding Friday or following Monday at the discretion of the Employer.

Absent extenuating circumstances, there shall be no mandatory work on Holidays without the Employee's agreement. If there are extenuating circumstances, or if a Manager requests and the Employee agrees, the following shall apply:

Pay for hourly Employees who are required to work on any Holiday shall be 2X their normal hourly rate for no less than an eight (8) hour day, which includes any pay for the Holiday.

Salaried Employees who are required to work on any Holiday shall be given credit for an additional Vacation Day for any hours worked.

27.3 No Cash-Outs

There will be no 'cash-outs' of Holiday hours.

27.4 Paid Office Closures

Employer may choose to hold paid closures as needed for Employees.

27.5 Compensatory Days

Exempt Employees will be entitled to receive one (1) day of compensatory time when required by the Employer to engage in work-related travel that is required to take place during one (1) full non-work (weekend/holidays) day. Permission to travel on a non-workday requires written approval from the Employee's Manager. Compensatory time may only be used with the approval of the Employee's Manager and shall not be eligible to be paid out to the Employee at any time, including at the end of employment.

Non-Exempt Employees who are required by the Employer to engage in work-related travel that is required to take place during a non-workday will be paid for the travel time, including any required overtime. Permission to travel on a non-workday requires written approval from the Employee's Manager.

Article 28 Management Rights

28.1 Management Rights

It is recognized and agreed that the mission and management of Tides is the exclusive purview of the Employer and Employer's management personnel. Therefore, except as otherwise provided in this Agreement, it is agreed that Employer has the right:

- 1. to establish, plan, direct and control Tides missions, projects, programs, objectives, strategies, activities, resources, programmatic procedures and policies, investments, organizational practices and organizational priorities;
- 2. to manage Tides' offices and facilities, and to direct, control and manage Tides' operations;
- 3. to, alter, extend, or discontinue existing methods, programs, technologies, equipment, facilities, and location of operations and add new ones;
- 4. to determine or modify the number, qualifications, responsibilities, or assignment of employees, including those covered under this Agreement;
- 5. to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- 6. to determine and carry out the content of performance evaluations and to determine the processes and criteria by which the performance of employees is evaluated;
- 7. to establish, administer, and require that employees observe Tides' policies, procedures, rules and regulations;
- 8. to discipline or dismiss employees for just cause consistent with this Agreement;
- 9. to assign work, work location, and schedule hours of work consistent with this Agreement;
- 10. to recruit, appoint, reappoint, or transfer employees;
- 11. to determine the location or relocation, reorganization, or discontinuance of operations; and
- 12. to subcontract all or any portion of any operations consistent with this Agreement.

The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by Employer.

No action taken by the Employer with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement.

Article 29 General Terms

29.1 Term of Agreement

The Agreement will be effective August 17, 2022 and will remain in full force and effect until and through December 31, 2024.

29.2 Severability

Should any part hereof or any provision herein contained be rendered or declared illegal, unenforceable, or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree to meet as soon as possible after learning of the invalidation and negotiate substitute provisions to achieve the goal and intent for such parts or provisions rendered or declared illegal, unenforceable, or an unfair labor practice. If the parties cannot agree on substitute provisions, the parties shall submit the matter to an Arbitrator as provided for in Article 19 for resolution and establishment of substitute procedures. The remaining parts or provisions shall remain in full force and effect.

29.3 Tides Network Employee Handbook

The Employer shall furnish the Union, not less than sixty (60) calendar days in advance, with a copy of any proposed changes to the Tides Network Employee Handbook. The Union shall have the right to bargain over any said changes within the scope of representation.

All Employees and the Union will be given a copy of the Tides Network Employee Handbook and any changes that may be implemented during the term of this Agreement.

29.4 Entire Agreement

A. Full Understanding

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject bargaining; and that the understandings and agreements arrived at after the exercise of that right set forth in this Agreement. It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein. It is agreed that all existing policies and procedures as contained in the existing Tides Network Employee Handbook (Rev. 2018e), which are not in conflict with the provisions of this Agreement, shall remain in effect. If there is any conflict between this Agreement and the Tides Network Employee Handbook, this Agreement will control.

B. Modification of Agreement

Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties, unless made and signed in writing by all the parties to this Agreement; and if required, approved, and implemented by the Tides Network Board of Directors.

C. Other Changes

With respect to matters within the scope of representation not covered by this Agreement, the Employer shall provide notice to the Union of any proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall bargain over the proposed changes if the Union makes a request to bargain with the Employer within fifteen (15) calendar days of the date of the notice.

D. Waiver

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Article 30 Continuity of Agreement

30.1 Change in Name

A change in name of Employer shall not affect the Employer's duties, responsibilities, rights, or privileges, as the case may be, as described in this Agreement, and shall in no way diminish from or add to the rights or responsibilities of the Union, as described in this Agreement.

30.2 Successors and Assigns

In the event that the Employer decides to sell, transfer, enter into a joint venture, the whole or any part of its programs, operations, in a manner that materially affects the job descriptions of covered classifications, adds or discontinues existing covered classifications, it will provide the Union with ninety (90) days written notice to bargain over the effects of the decision, and agrees to negotiate in good faith with any acquiror or transferee to seek to preserve the rights of Employees under the Collective Bargaining Agreement.

30.3 Bankruptcy

The Employer shall advise the Union, in writing by electronic mail or fax, as soon as reasonably practicable of, and in any event immediately upon the Employer's knowledge or receipt of notice of, the filing of any bankruptcy, state court receivership or similar proceeding which would affect Employees or this Agreement. The Employer shall provide electronic copies of any court filings it submits in connection with any such proceeding, in addition to any other relevant information required by the Union.

Appendix A - List of Bargaining Unit Positions

Accountant

Accounting Specialist

Administrative Associate

Advisor

Advisor, Partner Continuity

Advisor, Strategic Partnerships

Associate, Corporate Social Impact

Business Process Associate

Client Services Associate

Community & Office Coordinator

Community, Office & Facilities Coordinator

CRM Systems Manager

Design Associate

Facilities Coordinator

Grants Administrator

Grants Specialist

HR Specialist

Information Security Manager

IT Support Specialist

Learning & Evaluation Analyst

Manager, Social Purpose Real Estate

Marketing & Communications Coordinator

Marketing & Evaluation Specialist

Operations Associate

Operations Coordinator

Payroll Specialist

Program Officer, Climate Justice

Project Manager, Events and Multimedia

Purchase Card Administrator

Records Coordinator

Senior Accountant

Senior Accounting Specialist

Senior Advisor

Senior Advisor, Strategic Partnerships

Senior Grants Specialist

Senior HR Specialist

Senior Investment Analyst

Senior Operations Associate

Senior Payroll Administrator

Senior Systems Engineer

Social Purpose Real Estate Specialist

Technology Projects Manager

Signatures

<u>Tides Management Representatives</u>

Docusisigned by: Surcella Jain EDOCCAREA SARRACA	11/3/2022	
Suneela Jain	Date	
Docusigned by: Gwen tillman	10/28/2022	
Gwen Tillman	Date	
Poousigned by:	11/6/2022	
Holden Lee	Date	
Docusigned by:	11/1/2022	
Erwin Acox	Date	
Ashley Brissinelli	10/28/2022	
Ashley Bastinelli	Date	

SEIU 1021 & Staff Representatives

Docusioned by: Ly Nguyin	11/8/2022
Ly Nguyen	Date
Solla Elun	11/8/2022
Sokha Khun	Date
Docusigned by: Mark Miyake	10/30/2022
Mark Miyake	Date
Docusigned by: Wanda Fong	11/8/2022
Wanda Fong	Date
Docusioned by:	10/30/2022
Mary Alice Laznibat	Date
Docusigned by: Noto Grun	10/28/2022
Nato Green	Date
David Carriam	10/29/2022
David Canham	Date
Docusigned by: Otumar Fall	10/31/2022
Oumar Fall	Date