

Tides Network
and
Service Employees International Union Local 1021
COLLECTIVE BARGAINING AGREEMENT
May 2, 2026 – December 31, 2028

Contents

Article 1 Recognition.....	13
Article 2 Union Membership.....	14
2.1 Union Membership Definition	14
2.2 Religious Exemption.....	14
2.3 Notification	14
2.4 Dues and Fees Deduction	14
Article 3 Union Business.....	15
3.1 Union Representative	15
3.2 Visitation.....	15
3.3 Shop Stewards.....	15
3.4 Shop Steward Training	15
3.5 New Hire Orientation.....	16
3.6 Bulletin Boards	16
3.7 Union Communications	16
Article 4 Dignity and Respect	17
4.1 Dignity and Respect.....	17
Article 5 Collective Decision Making	18
5.1 Labor Management Committee	18
5.2 All-Staff Engagement.....	18
5.3 Caseload Review	19
Article 6	20
No Strikes/Lockouts.....	20
Article 7 Introductory Period	21
7.1 Introductory Period	21
7.2 Release during Introductory Period.....	21
7.3 Extension of Introductory Period	21
Article 8 Open Positions and Promotions	22

8.1	Open Positions	22
8.2	Internal Applicants	22
8.3	Interview/Hiring Process.....	22
8.4	Changes in Job Description	22
8.5	Promotion Out of the Bargaining Unit	22
	Article 9	23
	Temporary and Limited	23
	Term Employees	23
9.1	Definition	23
9.2	Conversion from Temporary to Regular Status.....	23
9.3	Conversion from Limited Term to Regular Status	23
9.4	Seniority Date.....	23
9.5	Introductory Period.....	23
9.6	Temporary Employees and Contractors	24
	Article 10 Contracting Out.....	25
	Article 11	26
	Location and Hours of Work.....	26
11.1	Location of work	26
11.2	Remote First Work Schedule and Expectations	26
11.3	Hours of Work Exempt Employees	26
11.4	Non-Exempt Employees.....	26
A.	Work Week	26
B.	Work Breaks and Meal Periods.....	26
C.	Overtime	26
D.	Days off.....	27
11.5	After-hours Assignments.....	27
	Article 12 Safety and Health	28
12.1	Safety First	28
12.2	Right to Refuse Unsafe Assignment	28

12.3	Continuation of Operations During Emergency Situations	28
	Article 13	29
	Supplies, Equipment, and Expenses.....	29
13.1	Required Supplies and Equipment	29
13.2	Remote Work Stipend	29
13.3	Commuter Stipend	29
13.4	Work Expenses	29
13.5	Use of Employee Vehicles.....	29
	Article 14 Immigration Rights	30
14.1	Immigrants' Rights	30
14.2	Unpaid and Paid Leave	30
14.3	Reinstatement	30
14.4	No-Match Letters	30
14.5	Change in Name or Social Security Number.....	30
14.6	No Discrimination or Retaliation	31
14.7	No Voluntary Authorization Programs	31
14.8	No Re-verification	31
14.9	New Legislation	31
14.10	Access to Facilities	31
14.11	Compliance with Law	31
	Article 15 Harassment and Discrimination	32
15.1	Compliance with Employer Policy	32
15.2	Discrimination	32
15.3	Harassment.....	32
15.4	Sexual Harassment.....	32
15.5	Violence in the Workplace.....	33
15.6	Union Representation in Cases of Workplace Harassment	33
15.7	Retaliation.....	33

Article 16 Seniority & Layoffs	34
16.1 Seniority.....	34
16.2 Layoff Notification	34
16.3 Severance & Related Benefits.....	34
16.4 Layoff Process	35
16.5 Medical Coverage for Laid Off Worker	35
16.6 Priority Consideration for Laid Off Employees.....	35
16.7 Recall Rights	35
16.8 Recall Notification.....	35
16.9 Seniority During Absence.....	35
Article 17 Personnel Files.....	36
17.1 Access to Records	36
17.2 Signature.....	36
17.3 Comments.....	36
17.4 Removal of Material	36
17.5 Complimentary Material.....	36
17.6 Anonymous Material	36
17.7 Confidentiality	36
17.8 Evaluations	37
17.9 Evaluation of Managers by Direct Reports	37
Article 18 Discipline and Discharge.....	38
18.1 In General.....	38
18.2 Just Cause	38
18.3 Notification of Rights.....	38
18.4 Progressive Discipline and Performance Management	38
V. Termination of Employment	39
VI. Mutual Separation.....	39
18.5 Administrative Leave.....	39

18.6	Notification	39
18.7	Right to Attach Rebuttal.....	40
	Article 19 Grievance Procedure	41
19.1	Grievances	41
19.2	Grievance Submission.....	41
19.3	Grievance Stages	41
	Step I.....	41
	Step II.....	41
	Step III	41
	Step IV.....	42
19.4	Additional Provisions.....	42
19.5	Dispute resolution.....	42
19.6	No Discrimination	42
	Article 20 Compensation.....	43
20.1	Annual Compensation Increases for Employees.....	43
20.2	Compensation Upon Relocation.....	43
20.3	Adjustment of Salary Ranges.....	43
20.4	Discretionary Spot Bonuses.....	43
20.5	Compensation for Language Skills.....	44
20.6	Out of Class or Interim Assignment Compensation.....	44
	Article 21 Professional Development.....	45
21.1	Employee-Directed Professional Development	45
21.2	Employer- Mandated Professional Development & Licenses.....	45
21.3	Tuition Reimbursement.....	45
	Article 22 Health Benefits	47
22.1	Employees Based in California	47
22.2	Employees Based Outside of California.....	47
22.3	Labor Management Benefits Committee.....	47
	Article 23 Retirement.....	48

23.1	Retirement Benefits.....	48
	Article 24 Wellness Leave	49
24.1	Use of Wellness Leave.....	49
24.2	Eligibility.....	49
24.3	Wellness Leave Entitlement.....	49
24.4	Wellness Leave Carry Over	49
24.5	Notice and Certification	49
24.6	Extended Medical Leave.....	49
24.7	Confidentiality	51
	Article 25 Vacations.....	52
25.1	Vacations.....	52
25.2	Accrual of Vacation	52
25.3	Scheduling Vacation	52
25.4	Carryover	53
25.5	Payout Upon Termination.....	53
25.6	Recording Approved Vacation Time.....	53
25.7	Vacation Pay Rate	53
25.8	Vacation Use	53
	Article 26 Leaves of Absence.....	54
26.1	Voluntary Leave	54
26.2	Jury and Witness Duty Leave	54
26.3	Family and Medical Leave Act	54
26.4	Return from FMLA Extended Leave	55
26.5	Continuation of Benefits	55
26.6	Intermittent or Reduced Work Schedule Leave	55
26.7	Employer-Sponsored Paid Family Leave.....	56
26.8	City & State-Sponsored Paid Family Leave.....	56
26.9	Leave for Victims of Crime or Abuse.....	56

26.10	Pregnancy Disability Leave.....	58
26.11	Organ and Bone Marrow Donor Leave.....	59
26.12	Child Care Provider, School Activities and Emergency Leave	59
26.13	Disaster Relief Leave	60
26.14	Bereavement Leave	60
26.15	Reproductive Loss Leave	60
	Article 27 Holidays.....	61
27.1	Holidays	61
27.2	Recognized Holidays	61
27.3	No Cash-Outs	62
27.4	Paid Office Closures	62
27.5	Compensatory Days	62
27.6	Summer Fridays	62
	Article 28 Management Rights.....	63
28.1	Management Rights.....	63
	Article 29 General Terms.....	64
29.1	Term of Agreement.....	64
29.2	Severability	64
29.3	Tides Network Employee Handbook.....	64
29.4	Entire Agreement.....	64
A.	Full Understanding	64
B.	Modification of Agreement.....	65
C.	Other Changes.....	65
D.	Waiver.....	65
	Article 30 Continuity of Agreement.....	66
30.1	Change in Name.....	66
30.2	Successors and Assigns	66
30.3	Bankruptcy	66
	Article 31.....	67

Use of Monitoring Technology 67

31.1 Monitoring Software and Its Utilization..... 67

Article 32..... 68

Payroll and Benefits Errors 68

32.1 Reasonable Effort..... 68

32.2 Notification..... 68

32.3 Overpayment..... 68

Appendix A - List of Bargaining Unit Positions 69

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), (the “bargaining unit”). 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 managerial, supervisory, or confidential, or a guard as defined by the NLRA or National Labor Relations Board (“NLRB”) precedent, 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 managerial, 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

Subject to any limitations provided by applicable law, the Employer agrees that 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 information provided by the Employer and will safeguard private Employee information.

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.

Article 3 Union Business

3.1 Union Representative

The Union will provide written notice to the Employer of any changes to its designated authorized representative (the “Union Field Representative”) in a timely manner.

3.2 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 the 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.

3.3 Shop Stewards

For the purpose of representation, the Union shall be entitled to one (1) shop steward (“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, in a timely manner. For Union business conducted during working time, Shop Stewards will get approval from their supervisor or the Chief People Officer (or their designee). Such approval shall not be unreasonably denied. 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.

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.

3.4 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 training 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 at any single time.

3.5 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 conduct 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.

3.6 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.

3.7 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 confidentiality and 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 if agreed upon by the bargaining unit and management may bring a note-taker. (Neither the Union Field Representative nor the 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 due to the matters to be discussed, 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 Labor Management 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 exchanged at least two (2) weeks before the meeting to allow all participants time to prepare.

The Committee may establish sub-committees, which shall report to the Committee and 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.

Participants understand that there may be disagreements at times but agree to maintain a respectful atmosphere at all times.

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 Committee. The Committee will solicit input from all staff in support of creating a meeting agenda.

5.3 Caseload Review

Employer will redeploy the caseload review survey, conduct analysis and meet to discuss with the Committee around Employee concerns related to caseload levels for bargaining unit roles, including metrics as appropriate to those positions for which caseload metrics are relevant. This process will be completed before the end of Q1 2027.

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 Introductory Period

For the first ninety (90) days of employment, Employees will serve an introductory period (the “Introductory Period”). The Introductory period shall be extended by the same amount of time an Employee is absent from work for any reason and/or on a leave of absence.

7.2 Release during Introductory Period

During the Introductory Period, employment at Tides is considered at-will. Employees still in their introductory period do not have access 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 for a period 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 if this option is elected and will inform the Union Field Representative and Employee, in writing, prior to the beginning of the extension, of the reasons for the extension areas in which the Employee needs to improve in order to pass the Introductory period.

Article 8 Open Positions and Promotions

8.1 Open Positions

The Employer will post all vacant positions that are Senior Director and below, 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 who have been employed at Tides for at least one year may apply for the posted position within ten (10) business days of the position posting. Following a formal application in Tides applicant tracking system as reflected in the Employee Handbook for an available position, the interested Employee shall be guaranteed an interview, and the ability to compete for the position, if the Employee meets minimum qualifications for the role. The position shall be awarded based on a review of all candidates' skills, abilities, job performance, qualifications, and experience. Should multiple internal applicants apply, and should the Employer determine the foregoing factors are substantially equal as to all applicants, the position will be awarded to the internal applicant with the most seniority. If a less senior Employee or external applicant has better qualifications than the senior Employee, the Employer may award the position to the less senior Employee or external applicant. For any position that involves a limited-term employee being converted to a regular employee, please refer to Article 9.2.

Recruitments for non-bargaining positions are not subject to the grievance process.

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 and declared chapter officers in writing. The employer will provide job descriptions via ADP, or applicable software, so that all employees have access to their Job description that they are intended to be performing by the end of Q4 2026. Discrepancies will be dealt with on a case-by-case basis.

8.5 Promotion Out of the Bargaining Unit

While promotions or transfers may affect the size of the bargaining unit, promotions or transfers may not be made for the purpose of eroding the bargaining unit.

Article 9 Temporary and Limited Term Employees

9.1 Definition

A “temporary employee” shall mean person(s) employed by Employer and who is, not eligible for benefits unless required by law, hired on an “as needed” basis, , including for special projects, providing coverage for Employees on leaves of absence, providing coverage while Employer is seeking to hire for a regular position, or has an increase in work volume that is reasonably expected to be short-term.

The Employer shall not engage contractors or temporary employees to displace a bargaining unit employee.

A “limited term employee” shall mean a benefit eligible person(s) employed by the Employer for a particular period of time and who enjoys the same rights and privileges as an Employee in a regular position with the exception of layoff and related rights. The duration of a limited term role should not exceed two (2) years.

Limited term employees who complete the term of service identified during the initial posting period, shall be eligible for layoff notice and severance in accordance with the provisions of this contract applicable to regular employees.

9.2 Conversion from Temporary 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 create a regular position or the elimination of the temporary work. Upon Mutual Agreement, the posting of converted temporary employee to a regular position is only required when multiple employees are competing for conversion to one-funded position.

9.3 Conversion from Limited Term to Regular Status

Conversion from a limited-term employee to a regular position will be considered at the end of the limited term appointment, which decision may be made by the Employer in its discretion. The Employer need not notify the Union of a conversion of a limited term employee to a regular position with the same scope of work unless multiple employees are competing for the position.

9.4 Seniority Date

In the event that a temporary employee or limited term 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 or limited term employment.

9.5 Introductory Period

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

9.6 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 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.

The Employer shall not engage contractors or temporary employees to displace a bargaining unit employee.

Article 11

Location and Hours of Work

11.1 Location of work

Employees are required to work in the United States. 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.

The Employer will continue to offer a stipend of \$150/month for a commuter stipend for Employees whose job descriptions required their presence in one of Tides' physical offices a minimum of 3 days a week or more. Employees are not eligible for the commuter stipend when voluntarily working in a Tides office.

11.2 Remote First Work Schedule and Expectations

Notwithstanding, those positions that are required to perform work in one of Tides' physical offices, Tides generally operates in a "remote first" environment, meaning staff perform work remotely. Employees working remotely are required to be available online and reachable by phone, email, text, Slack or other means of communication during the agreed upon working hours for their position, as may be discussed and approved between the Employee and Supervisor.

11.3 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.

Consistent with their exempt status, and with operational needs, Exempt Employees may be required to work outside of Tides Network's regular office hours, including on weekends.

11.4 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 overtime work becomes necessary, it shall be scheduled in accordance with the needs of Tides Networks' business and operational demands. 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 State/Federal Labor Law or if due under the overtime provisions of this Agreement.

11.5 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 Senior Employee and Labor Relations 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, Employer 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.
- Employees who Employer in writing determines are required to work at the office or in the field while the office closure and emergency remain in effect shall receive time off equal to the amount of time worked to be utilized within a twelve (12) month period, if an employee leaves employment within this twelve month period without having utilized this time, at the employee's request, final days of employment will be adjusted equal to this amount of time.
- 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 Commuter Stipend

The Employer will continue to offer a stipend of \$150/month for a commuter stipend for Employees whose job descriptions require their presence in one of Tides' physical offices a minimum of 3 days a week or more.

13.4 Work Expenses

For attendance at events held by the Employer, customary and reasonable expenses will be paid or reimbursed upon submission of proper receipts in accordance with the Travel Policy as outlined in the Employer Handbook.

13.5 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

Immigration 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, unless they are specifically prohibited from providing advance notice by a lawful court order or warrant. 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 or taking employment actions in order to be consistent with applicable federal law, regulations, or enforcement guidelines

14.2 Unpaid and Paid Leave

The employer offers additional time off for staff who require leave for immigration related purposes. Upon request, Employee may receive up to five (5) paid days off and Employees shall be released for a total of twenty (20) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the Employee only. Additional time may be approved with the People Team and manager review and is consistent with operational and staffing needs. The Employee shall submit proof of such proceedings and attendance by the Employee to the Employer if requested.

Should an Employee be detained by Immigration Officials, the provisions of this section can be utilized in a post-factum manner. The Employee should inform the employer as soon as practical should they need to utilize the above leave provision.

14.3 Reinstatement

An Employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be reinstated 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 within a year from termination 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 or 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

Except as required by applicable state or federal law, Employer shall not use voluntary work authorization programs, such as E-Verify, for any Employees.

14.8 No Re-verification

Except as required by applicable state or federal law, regulations, or enforcement guidelines, 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 unless they are able to provide signed warrants from a judge, or as otherwise 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, regulations, or enforcement guidelines.

Article 15

Harassment and Discrimination

15.1 Compliance with Employer Policy

The employer maintains a Harassment and Discrimination Policy and Workplace Violence Management Policy with additional details related to protections and requirements that mirror and expand on the information in this Article. These policies are updated as needed in accordance with modifications to local, state, and federal law. The Employer will provide notification to the Union of any changes to these policies during the term of this Agreement. Violations of this Policy will result in disciplinary action, up to and including termination, following a prompt, thorough and impartial investigation. Employees may report allegations of violation of this Policy to the People team, a supervisor, a Union representative or through Tides anonymous helpline. Employer shall complete investigations consistent with the Tides Network investigations Protocol Manual, ensuring equitable, prompt and objective investigations occur. Tides shall strive to conclude investigations within 45 business days from the date the allegation is reported. Some investigations may take longer than 45 days due to availability of participants (i.e., leave of absence, approved time off). Following a report of discrimination, harassment, or retaliation, the Employer may take reasonable interim corrective action to provide a safe and secure workplace environment.

15.2 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.

15.3 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 contact, 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. The Employer has a legal requirement to create a safe workplace and when necessary will implement interim protective measures to satisfy this legal requirement.

15.4 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.

15.5 Violence in the Workplace

The Employer has zero tolerance for acts of violence or threats of violence and will take reasonable action to provide a safe and secure work environment for employees and visitors. 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 that they have witnessed, received, or had reported to them to a Manager or the People Team, or law enforcement. Managers must document and report acts/threats of violence to the Senior Employee and Labor Relations 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.

15.6 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. The Employer shall provide reasonable notice to the employee to allow time to secure a Union representative, if desired. Reasonable notice may be adjusted on a case by case basis.

15.7 Retaliation

The employer will take all reasonable action to protect employees from retaliation from occurring in the workplace. Retaliation is when an adverse employment action is taken against an employee for engaging in protected activity. Protected activity may include reporting incidents or harassment, discrimination, workplace violence, or abusive conduct, participating or testifying in an investigation related to a complaint, or supporting an employee who reports or participates in such actions. Adverse employment action may include: preventing participation in an investigation, failure to hire, demotion, disciplinary action, altering of work schedules or work assignments. Any substantiated retaliation will result in the appropriate level of corrective action, as determined by the Employer. Reporting to the Union shall occur in alignment with legal requirements, specific to disciplinary proceedings or interviews that may result in discipline.

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 by the end of the second week of the month 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 forty-five (45) days written notice or, if less than forty-five (45) days' written notice, regular pay for the Employees for the period (up to forty-five (45) days) during which notice was not given. The written notice will include an estimate of the expected severance, vacation payout, and any other remuneration or other relevant details. 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

Through December 31, 2026, 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, 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).

Starting January 1, 2027, 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 (up to a total of fourteen (14) weeks), prorated by month, if the Employee is displaced through no fault of their own (i.e. layoff, reduction in force). For example, an Employee with six years of seniority would receive a total of 14 weeks of severance (1 month plus 2 weeks for each additional year of service, for a combined total of 14 weeks).

Employees subject to layoff under this Article shall also receive a minimum of two months of outplacement services paid for by the Employer or if the employee opts out of outplacement services they may receive a stipend equivalent to the cost of one year of annual LinkedIn premium membership.

16.4 Layoff Process

When the Employer concludes that layoffs are necessary, the Employer will designate the employee(s) in the position(s) slated for layoff based on inverse seniority.

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 Priority Consideration for Laid Off Employees

Laid-off employees are given priority to interview in the selection process for open positions if they meet the minimum qualifications. Applications must be submitted through the applicant tracking system. "Priority to interview" is defined as: laid off employees who submit an application through the tracking system and meet the minimum qualifications will be guaranteed an interview.

16.7 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 or substantially similar 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.

16.8 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, and will permit Employer to move immediately to offer recall to the next Employee on the seniority list.

16.9 Seniority During Absence

Seniority is continuous during authorized leaves of absence or layoffs of one (1) year 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 complete personnel file at a location other than the place where the employee 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 submit 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 a 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 the investigation has concluded. If included in the personnel file, employees will have access to it upon request in accordance with section 17.1 above. Anonymous 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. Employee shall be notified within 2 business days of the employer becoming aware of such breach.

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, will 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, provide clear guidance to Employees whose performance has fallen short on what is needed to improve, 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. The Employer shall provide 2 business days to the employee in advance of any disciplinary or investigatory meeting/hearing. In the event the employee is unable to secure a union representative for this scheduled meeting, the Employer shall reschedule allowing for an additional 2 business days, to a time that the employee and union representative are available.

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 below.

- 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 (PIP), 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 PIP 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.

VI. Mutual Separation

Within seven (7) business days following issuance of a Written Warning or PIP (Step III), the employee may request mutual separation in lieu of proceeding with discipline. If mutual separation is requested, the employee will be entitled to sixty (60) days of pay and benefits in exchange for signing and not revoking, if applicable, Tides standard Confidential Separation and Release of Claims Agreement without modifications. The payment and benefits will commence following the execution of the release of claims agreement, and following any legally required revocation period. In the event an Employee requests mutual separation agreement, the separation date will be mutually agreed upon between the employer and employee. Between the time that an employee **requests a mutual separation and the mutually agreed upon separation date, the** employee is expected to adhere to performance standards. The Employer agrees to not contest any claim for unemployment. If the Employee does not request separation or withdraws the request for mutual separation, the performance management process will resume, and the Employee will be expected to show sustained improvement or will be subject to discipline as described above.

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

Once a verbal, 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. As it relates to grievances regarding discipline, 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 or unpaid suspension 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 Senior Employee and Labor Relations Partner or their designee, in an attempt to settle the matter on an informal basis; it may otherwise be submitted in writing. 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. Director, Talent or their designee. 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 Chief People Officer or their designee. The Chief People Officer or their designee will schedule and attend a meeting between the parties in an attempt to resolve the grievance. The Chief People Officer 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 Chief People Officer 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

There will be no across-the-board salary increase for calendar year 2026.

First full pay period in May 2026, employees in active status with Tides will receive a bonus that will be grossed up such that the employee receives a net payment of \$1,000, after applicable taxes and withholdings.

Starting in 2027, and annually thereafter,

- Effective the first full pay period in January, employees will receive a wage adjustment based on the 12-month average of the Consumer Price Index (CPI-U) as reported by October 15th of the preceding year, with a minimum increase, rounded up to the nearest ½ percent of 1.5% and a maximum of 3%.

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 Adjustment of Salary Ranges

Employer will conduct a review of market conditions every even year for implementation in the first pay period of the odd years 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. 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 eligible calendar year. Between the new salary that the Employee has moved into and the salary that the Employee has as a result of the annual raise, they shall be paid the higher of the two. Under no conditions will an Employee's salary decrease due to placement in salary range or grade updates in the biannual review of market conditions.

20.4 Discretionary Spot Bonuses

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. The employer will provide the criteria used to select Employees receiving a bonus, stipend, equity increases, or any other similar form of compensation.

20.5 Compensation for Language Skills

Starting on or before January 2027, Employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, “bilingual” means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and “certified” means the employee has successfully passed a language proficiency test. Employer shall pay for proficiency test.

20.6 Out of Class or Interim Assignment Compensation

An out of class or interim assignment is a temporary role that a current employee takes on, which is different from their usual position. This typically occurs when an employee is asked to temporarily assume at least 51% of the duties of a position that has become vacant or whose incumbent is on leave for any period that is longer than four consecutive weeks. The qualifications of out of class or interim assignments include:

- **Temporary Role Assignment:** Stepping into new roles (higher level) to provide temporary support.
- **Temporary Duty Expansion:** Taking on significantly more duties (higher level) to provide temporary support.
- **Dual Coverage:** Handling two roles at the same level.

Approved interim assignments result in a ten percent (10%) adjustment to an employee’s base salary and are not considered permanent additional compensation. Any such base salary adjustment shall become effective in the first regular pay period following the employee’s assignment to an interim assignment.

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. The Employer will assess and define skills-based training for roles with a career path by the end of Q3 2027.

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. 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. Any unused professional development funds shall roll over to the next year for a maximum of one (1) year. At no point shall an employee have more than \$2,000 in PD. Unused professional development funds are not paid out upon termination.

"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.

The Employer will allow an employee to combine both employee directed and manager directed requests. For example, if you need to attend a seminar and it costs \$1,500.

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.

The Employer will allow an employee to combine both employee directed and manager directed requests. For example, if you need to attend a seminar and it costs \$1,500.

21.3 Tuition Reimbursement

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 and as further outlined in the Tides Network Employee Handbook and any procedures established by the Tides People and Payroll teams for administering this Article:

1. The Employee must provide their Manager with information about the course for which they would like to receive reimbursement, including documentation sufficient to establish that the course meets the requirements of IRS Section 127, the Article, and Tides Tuition Reimbursement policy.
2. The pre-approval section of the tuition reimbursement form should be completed by their Manager, and all the required 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 and one HDHP plan option. The plan design of the HMO and HDHP plans will not be materially changed during the life of the Agreement.

The Employee contribution level shall not exceed the following:

Selection	HMO	PPO	PPO HDHP
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.*

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, at least one HDHP plan option and at least one EPO option and HMO (HI) plan option for employees based in Hawaii.

The Employee contribution level shall not exceed the following:

Selection	HMO (HI)	EPO	PPO	PPO HDHP
Employee Only	5.50%	5.5%	26.5%	.1% (\$1.00) **
Employee + *	11.00%	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 + plan.*

22.3 Labor Management Benefits Committee.

The Labor Management Benefits Committee is a collaborative group of equal number of representatives from both the Employer and the Union that works together and has the purpose of learning about the scope of benefits offered to employees, communicating information to the membership regarding the benefit plans, and providing recommendations to the People Team for modifications to benefit plans in a timely manner for consideration within the annual plan review process. The committee understands that recommendations that modify negotiated terms and conditions would require mutual agreement for the parties to engage in the meet and confer process.

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 or other reasons required by law, 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. Employees may use wellness leave for legally eligible purposes but may not use wellness leave to increase vacation days.

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 will accrue four hours per pay period up 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 sixty (160) hours.

24.5 Notice and Certification

Where the need to use wellness leave is foreseeable, Employees shall provide reasonable advance written notice of their need to use wellness leave. Where the need to use wellness leave is unforeseeable, Employees shall provide written 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, subject to the employee’s state requirements.

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 contact the People Team for information regarding 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 to accrue vacation time on a prorated basis based upon the percentage of time worked as long as the employee is regularly scheduled to work at least twenty (20) hours per week. Temporary, seasonal, and intern positions are not eligible to accrue vacation. Vacation leave may be taken in increments of one (1) hour or more for non-exempt and exempt status employees. 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

Vacation Accrual begins on the first day of employment in a vacation-eligible position. For all regular Employees, vacation time accrual balances are updated every pay period, in accordance with the table below. Vacation accrues while an employee is in paid status. No vacation time benefits are accrued while the Employee is on an unpaid leave of absence, long-term disability, or worker's compensation.

Length of Service	Annual Accrual	Maximum Accrual
Start- 35 months	15 days (120 hours)	180 hours
36 months - 83 months	20 days (160 hours)	240 hours
84 months +	25 days (200 hours)	300 hours

25.3 Scheduling Vacation

Advance approval is necessary for all vacations. Employees are encouraged to take vacation each year for rest and renewal. Employees are also encouraged to work with their manager to plan their vacations throughout the year to ensure that they are regularly taking time off, while accounting for operational needs.

Employees must complete a vacation request and have it approved by the Employer and recorded through ADP or Tides' designated time-keeping system 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; notwithstanding this, the Employer retains sole discretion in approving or denying vacation requests based on, among other things, operational and staffing needs.

If a designated Company holiday occurs during approved vacation, the day will be paid as a holiday rather than a vacation day.

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 is at or reaches the maximum vacation accrual, accrual will stop and only resume once the Employee uses vacation and is below the accrual maximum.

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 in advance of their approved vacations or no later than the first working day after their return from vacation. Failure to promptly and accurately record approved vacation time in the HRIS system may lead to disciplinary action.

25.7 Vacation Pay Rate

Vacation is paid at an employee's base hourly rate or salary and is not considered hours worked for overtime calculations.

25.8 Vacation Use

Vacation must be taken in minimum increments of one hour.

Employees are not expected to work while on vacation, unless previously and mutually agreed upon prior to vacation commencing or in a rare circumstance in which a critical issue arises that is not addressed by prior coverage plans. Employees are not subject to discipline if they are unable to work on vacation.

If an employee does work on a scheduled vacation day, only the hours when the employee was not working will be deducted from their vacation balance for that day. For example, if an employee responds to email and/or attends meetings for two (2) hours and then is free for the remainder of the vacation day, six (6) hours will be deducted from the employee's vacation balance.

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

The Employer will 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 in the Employer's sole discretion. If leave is denied, the Employer will provide written notice of the denial and reason for such denial. 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, or designee, 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 below.

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. If an employee is called to serve on a jury with an anticipated length of more than thirty (30) days, the Employer will consider granting additional paid leave on a case-by-case basis. 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, or 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 has worked at least 1,250 hours during the previous 12-month period before the need for leave

Use of accrued vacation or wellness time shall be at the Employee's discretion and shall not be required.

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, or one designated person (designated when requesting leave) per 12-month rolling period who is related by blood or in a family-like relationship;
- For a serious health condition, as defined by law, that makes the Employee unable to perform their job (this includes leave taken for an inability to perform work duties because of menstruation and menopause, and their associated symptoms) 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.

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. If there is a substantiated allegation that the former employee has abused leave, the 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, or designated person (designated when requesting leave) per 12-month rolling period who is related by blood or in a family-like relationship, 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, designated person, 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 and may be taken intermittently. 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. In addition to Employer-Sponsored Paid Family Leave, employees may elect to use available wellness, optional holiday and/or vacation hours to substitute pay during any approved leave of absence in order to maintain income continuity. Use of accrued time will not increase total pay beyond 100% of the employee's base wages and does not affect job protection under applicable leave laws.

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 Director, Total Rewards and Operations 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 victim of a political attack or hate crime (ex. Anti-trans or anti-immigration;

- being doxxed by extremist groups)
- 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.

In these circumstances, the Employer will consider employee requested reasonable accommodations that are within control of Tides to address the employee's safety. For additional information, refer to the Workplace Violence Prevention policies and procedures.

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.

Use of vacation or wellness time for this type of leave shall be at the Employee's discretion.

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 or 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 Disaster Relief Leave

The Employer offers additional paid time off for staff who are unable to work due to loss of power, internet, or other essential utilities as a result of a natural disaster. Staff may receive up to three (3) paid days off per occurrence (additional time may be approved with People Team and manager review and consistent with operational and staffing needs). To request paid time off, submit a time off request through ADP using time off code “NDP”.

26.14 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 Employee’s supervisor and any denials will be reviewed by the People Team within (1) one business day of the notice of the denial.

26.15 Reproductive Loss Leave

Employees who have worked for Tides Network for at least thirty (30) days may take up to five days of accrued leave, consecutively or non-consecutively within a three-month period, following a reproductive loss event. This includes events such as abortion, miscarriage, stillbirth, failed adoption, failed surrogacy, or unsuccessful assisted reproduction. This leave will be kept confidential in the same manner as employees taking medical leave.

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.

For holidays longer than one day, the work day will end at 2pm in the Employee's time zone on the day before the holiday break. For employees working on this shortened work day, the reduced hours will not result in a reduction of employees' pay or accruals. Employees absent on these days will only need to utilize five hours of relevant accruals (wellness/optional holiday/vacation) to receive the full day's pay.

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
- Election Day (first Tuesday of November)
- 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)
- In 2026: Three (3) Floating "Optional Holidays". Starting 2027 Two (2) Floating "Optional Holiday."
- Starting in 2027, one (1) Day of Service Floating Holiday

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.

Any Employee required to work on a scheduled holiday will be notified as soon as operationally feasible.

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.

27.6 Summer Fridays

At the discretion of the Employer, Tides will endeavor to provide that for every Friday beginning the Friday before Memorial Day and running through the Friday before Labor Day, the work day will end at 2pm in the Employee's time zone. When granted, this applies to all regular full-time, part-time, and internal temporary staff members. Employees will receive pay for a full day of work. All employees are expected to complete their work prior to logging off. If an Employee's priority work is not complete by 2pm in their respective time zone, they must complete their work prior to logging off.

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 May 2, 2026 and will remain in full force and effect until and through December 31, 2028.

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 Representative and declared Chapter Officers, 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 fifteen (15) business days from the date of written notification of any proposed changes to request a meeting to exercise the right to bargain over any said changes within the scope of representation. If no such request is made during the fifteen (15) business days, Tides may implement the proposed changes.

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.

Article 31

Use of Monitoring Technology

31.1 Monitoring Software and Its Utilization

The Employer shall notify the Union thirty (30) calendar days before any new system involving employee monitoring are installed or implemented. The employer will disclose what is being monitored, how it is being monitored and the purpose for monitoring. Upon notification, the Union shall be provided the opportunity to meet and confer regarding any identified negotiable subjects impacted by the new monitoring system.

Article 32

Payroll and Benefits Errors

32.1 Reasonable Effort

Tides will make every reasonable effort to ensure that employees are accurately and timely paid. Employees are responsible for reviewing pay statements and promptly notifying Tides of any suspected payroll error.

32.2 Notification

If there is a verified payroll or benefits error that impacts benefits or reduces owed compensation for Employees, Tides will notify employee(s) as soon as feasible.

Tides will correct payroll and benefits errors in full as soon as operationally feasible once notified or identified.

32.3 Overpayment

If the error is an overpayment to an employee, Tides may recover overpayments through payroll deductions to the extent permitted by law. Should recovery of overpayment of salary or wages be necessary, Tides will make every reasonable attempt to minimize the hardship for the employee. Tides will notify the employee in writing with information regarding the amount of overpayment. Tides and the employee will work together to establish a reasonable repayment plan.

Appendix A - List of Bargaining Unit Positions

Accountant
Accounting Specialist
Administrative Associate
Advisor
Advisor, Partner Continuity
Advisor, Strategic Partnerships
Analyst, IT Support
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
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

The following positions were previously represented but have either been eliminated through layoffs or are no longer filled due to attrition. The Employer does not intend to recruit for or refill these positions. These positions would be included in the unit if reinstated.

Information Security Manager
IT Support Specialist
Marketing & Communications Coordinator

Project Manager, Events and Multimedia
Purchase Card Administrator
Social Purpose Real Estate Specialist
Senior Investment Analyst

SEIU 1021 Local:

Signed by:
Derek Arthur
78D56B4DF1B34F6...

Signed by:
Kristi Andrade
9B38ACF799034E9...

Signed by:
Sasha Huan
FDD28D9174304D4...

DocuSigned by:
Matthew Wisniewski
6B303F3C0BEF743C...

Signed by:
Owen Karsiens
B1B04EBE03364D2...

Tides Network:

Signed by:
Allison Hauck
79B8A7DC0844AA0...

Signed by:
Elizabeth Landon
0E85AA8BC4B4C473...

Signed by:
Ashlie Grundy
B01AAB51B21B4A6...

Signed by:
McKayla Young
EDBFDF3A1D07443...

Signed by:
Kelley Bellaran
83A441FAEE2441A...

DocuSigned by:
Andres Connell
7D26EFC1BCBC40F...

Signed by:
Nayot Singh
43D858B14F264E7...

