

Collective Bargaining Agreement

stac labs

and

The Denver Newspaper Guild – CWA Local 37074

Contents

Article I – Recognition	1
Article II – Union Security.....	2
Article III – Payroll Deduction of Dues	2
Article IV – Management Rights	2
Article V – No Strikes or Lockouts	2
Article VI – Discipline and Discharge	3
Article VII – Grievance/Arbitration Procedure	4
Article VIII – Labor Management Committee	5
Article IX – Union Representation.....	6
Article X – Separability.....	7
Article XI – Hours and Scope of Work.....	7
Article XII – Vacation.....	8
Article XIII – Sick Leave	8
Article XIV – Paid Leaves.....	9
Article XV – Holidays	10
Article XVI – Expenses for Travel.....	11
Article XVII – Contracting of Bargaining Unit Work.....	11
Article XVIII – Hiring, Seniority and Severance Benefits.....	12
Article XIX – Wages	14
Article XX – Promotions and Job Descriptions.....	16
Article XXI – Benefits	18
Article XXII – Privacy Protections	21
Article XXIII – Diversity, Equity and Inclusion	21
Article XXIV – Corporate Structure and Input	26
Article XXV – Entire Agreement.....	27
Article XXVI – Term of Agreement.....	27

COLLECTIVE BARGAINING AGREEMENT
between
stac labs
and
Denver Newspaper Guild – CWA Local 37074

Agreement

THIS AGREEMENT is made and entered into effective [RATIFICATION DATE] by and between stac labs (hereinafter referred to as the “Company”, or “Employer”) and the Denver Newspaper Guild – CWA Local 37074 of The NewsGuild, Communications Workers of America, AFL-CIO-CLC. (hereinafter referred to as the “Union” or “Guild”).

Article I – Recognition

1.1 In accordance with the voluntary recognition agreement between the Employer and the Union, stac labs recognizes the Denver Newspaper Guild – CWA Local 37074 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment for all employees in the following job titles and any title created in the future that is not excluded as provided in Section 1.2 below:

- Data Technologist
- Engineering Technologist
- Finance and Data Specialist
- Lead Infrastructure Engineer
- Product Lead
- Program Architect
- Senior Software Engineer
- Data Specialist
- Technical Program Specialist
- Customer Success Manager

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

1.3 Jurisdiction: The Union’s jurisdiction is recognized as covering employees of the Employer as provided in Section 1.1 above, and includes the kind of work normally and presently performed and such work as has been performed in the past by bargaining unit employees and any new or additional work assigned to be performed by bargaining unit employees.

Article II – Union Security

2.1 Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

2.2 Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

2.3 The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

Article III – Payroll Deduction of Dues

3.1 The Company agrees to make collections of Union dues bi-monthly through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union, or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the final working day of the subsequent month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

3.2 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

Article IV – Management Rights

Subject to the terms of this Agreement, the Employer is vested with the management of the business, the operation of departments covered by the collective bargaining agreement and the authority to execute all the various duties, functions and responsibilities incident thereto. The Employer reserves and retains solely and exclusively all of its normal, inherent and common-law rights to manage the business.

Article V – No Strikes or Lockouts

5.1 The Union and employees agree they will not authorize, ratify, or condone any work stoppage, including strikes, sympathy strikes, wildcat strikes or sit-downs during the term of this

Agreement, with the exception described in Section 5.2. In the event of any work stoppage described herein, the Union will immediately use its authority and best efforts to cause prompt resumption of work. The Employer agrees not to lock out the Union and employees during the term of this Agreement.

5.2 It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if an employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employee.

Article VI – Discipline and Discharge

6.1 Except as provided in Section 6.3 below, no employee shall be subject to discipline or discharge except for just cause. Except in circumstances where a severe conduct infraction justifies immediate discharge or suspension, all discipline shall be progressive including oral warning, written warning, suspension, and discharge. All performance disciplines shall be progressive.

6.2 Employees shall have the right, but must request, that a union representative be present at any discussion with the Employer which the employee reasonably believes may result in their discipline, any disciplinary meeting or any meeting that the employee believes may affect their relationship with the employer. An employee shall be given reasonable advance notice when such discussion is scheduled, and the employee shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. A second union representative may attend if available at the time the first union representative is available and is attending as part of the training of the first union representative.

6.3 New employees shall be on probation for a period of four (4) months and within this period may be terminated at the Employer's discretion and without recourse through the grievance procedure. The probationary period gives the Employer an opportunity to observe and evaluate the capacity of the employee, including the employee's ability to satisfactorily perform the essential functions of their job; to observe and evaluate the employee's work habits and conduct and make reasonable efforts to assist employees in improving where there are weaknesses in skills or performance identified.

6.4 Personal Improvement Plans (PIPs) shall be used as a resource in order to assist employees to achieve expectations prior to or in conjunction with progressive disciplinary steps listed in Section 6.1 above. PIPs shall not be considered a disciplinary step.

Article VII – Grievance/Arbitration Procedure

7.1 The Guild shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment.

7.2 Before filing a formal grievance concerning a non-disciplinary issue, and within thirty (30) calendar days after the employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Guild shall bring the matter to the Employer's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer's designated representative.

7.3 Within fourteen (14) calendar days after the first meeting conducted under Section 7.2, the Guild may file a written grievance as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.

(a) A grievance of discipline or discharge shall be filed within fourteen (14) days of receipt of the notice of discipline or discharge.

7.4 A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. A grievance committee of not more than two (2) bargaining unit employees designated by the Guild shall meet with two representatives of the Employer and shall discuss the grievance. The Guild may substitute A TNG-CWA local or national representatives for up to one (1) grievance committee members. In addition to the two representatives, the Guild may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant.

7.5 If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. If the parties are not able to resolve the dispute, the Employer's designated representative shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may refer the dispute to the resolution step.

7.6 If the resolution step is not requested, the Guild has fourteen (14) calendar days from the Guild's receipt of the Employer's written response to the grievance committee meeting, or the date such response was due, to submit the dispute to Arbitration.

If the resolution step is requested, a meeting shall take place no later than fourteen (14) calendar days from the Guild's receipt of the Company's written response to the grievance committee meeting or the date such response was due. For the resolution step, each party shall appoint two (2) representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS).

7.7 In the event the procedure in Sections 7.1 to 7.6 above does not result in a resolution of the grievance, the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

7.8 At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Union may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

7.9 In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed.

7.10 If the parties cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The Guild shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. The Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

7.11 After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Employer and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

7.12 The arbitrator shall limit their decision to the application and interpretation of the provision(s) of this Agreement and shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

7.13 The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Employer, the Guild, the grievant(s), and the employees(s) involved.

7.14 The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

7.15 Time spent in grievance and arbitration during scheduled work time will be paid by the Employer.

Article VIII – Labor Management Committee

8.1 The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The

LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to management but shall not be disclosed to outside sources.

8.2 The LMC shall consist of two (2) representatives from each Party except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed. Both Parties agree to make themselves available in a reasonable manner. The “chair” of the LMC shall rotate between each party yearly and will be responsible for scheduling, applicable minutes, and the agenda for the meetings.

Article IX – Union Representation

9.1 The Local shall keep the Company informed of the names of individuals employed by the Company who are designated as Union Stewards.

9.2 The Company shall allow access to their workplace(s) to Union representatives not employed by the Company for the purpose of conferring with management and employees. The Union agrees to give the Company advance notice of its intent to visit the workplace facility and Union representatives will comply with all Company safety policies during such visits.

9.3 The Company shall provide the Union a channel on its Slack platform or any other similar platform the Company utilizes in the future.

9.4 Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

9.5 If the needs of the business allow, in the sole determination of the Company, and the Union has given at least one (1) week of notice, bargaining unit employees shall be excused without pay to attend to the business of the Union. There shall be no effect on a bargaining unit employee's seniority or benefits as a result of their excused absence without pay under this provision.

9.6 The Company will allow three bargaining unit members time off with pay to attend negotiations for a successor Agreement.

9.7 The Company shall allow all unit employees one (1) hour off per quarter with pay to attend to union business.

Article X – Separability

10.1 Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

10.2 In the event that any portion of this Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to agree upon a proper and legal substitute.

Article XI – Hours and Scope of Work

11.1 The normal work week for full-time employees is forty (40) hours per week, inclusive of a daily half-hour paid lunch break. Employees will normally be scheduled for an eight-hour day Monday through Friday, with the understanding that all bargaining unit employees may be required to work longer hours and/or alternate hours and days including on holidays. Employees may work a flexible schedule, such as summer Fridays, as long as the employee is able to perform their job duties to the standards established by the Employer. Employees shall be responsible to keep their calendar updated and their managers apprised of their schedule. The employee's responsibility to keep their calendar updated and manager apprised shall not apply in cases of emergencies, illnesses, or other similar situations. Managers shall respect existing schedules and shall not arbitrarily and unilaterally modify an employee's schedule without reasonable justification. If an employee works during a holiday, weekend, or approved paid time off, they shall be given compensating time off.

11.2 As salaried employees the workload does change from time to time, but where an employee is working significantly more than 40 hours a week or significant time on the weekends the employee's supervisor should be made aware in writing so appropriate action can be taken, such as the reduction of workload and/or providing additional paid time off.

11.3 In the case that an employee or employees go out on leave, remaining employees will have to assume the workload of the employees on leave. When possible, the employer shall provide additional leave or a bonus for additional responsibilities imposed on the remaining employees.

11.4 Non-exempt employees shall receive overtime pay in accordance with applicable federal and state laws. For the purpose of this provision the workweek shall be Monday through Sunday.

11.5 Allocation of work to employees other than those which are regularly assigned to do such work shall be equitable.

11.6 Employees work remotely and over video meetings. The standard expectation is that cameras will be on. However, we understand that in a remote setting, sometimes people get zoom fatigue, need to move around, etc. and will accept when people need to turn them off.

11.7 Time spent in transit by employees traveling to and from out-of-town assignments, using

reasonably expeditious means of transportation, including drive/ride time to and from airports/hotels, all time in airports and all flight time shall be considered working time.

Article XII – Vacation

12.1 Employees shall accrue vacation from their date of hire. Vacation may be used during the anniversary year before it is accrued. Except in the case of layoff, if an employee separates from employment prior to accruing the amount of vacation already taken, the difference may be deducted from the employee's final pay.

12.2 During the first year of employment, employees shall accrue at the rate of fifteen (15) days per year.

In the second through third year of employment, employees shall accrue at the rate of eighteen (18) days per year.

During the fourth year of employment and thereafter, employees shall accrue at the rate of twenty-two (22) days per year.

12.3 Employees may have no more than twenty (20) days of accrued and unused vacation at any given time. Vacation beyond those limits may be allowed by the Employer to be taken by the employee on dates coordinated between the Employer and Employee. Comp time does not count towards this 20 -day limit.

When possible, employees must schedule vacation at least two (2) weeks prior to the date the vacation is to begin, for vacations lasting longer than two (2) business days.

12.4 Upon separation, employees shall be paid for all accrued, unused vacation, and for unused floating holidays.

12.5 Winter Break - All staff will be given Winter Break in addition to their vacation time. Winter Break covers all workdays between December 26th December 30th. Winter Break is not paid out or rolled over between years, but employees may be eligible for comp time for work during it.

12.6 Vacation Restrictions - For staff working on elections in odd-numbered years, recounts, etc. Management will make every effort to ensure that staff are still able to attend important personal and family functions during these times, but normal vacation requests are unlikely to be approved.

Article XIII – Sick Leave

13.1 Sick leave is designed to protect employees against loss of income during periods of

legitimate illness, injury or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's immediate family or domestic partner. Mental health days are an appropriate use of sick leave.

13.2 After five consecutive days or if the employer has identified a questionable pattern of abuse of sick time, employees may be required to provide a doctor's note to continue taking sick leave. If an employee is eligible for short term disability, worker's compensation, or any other wage replacement, they are required to apply for it and stac will supplement to the employee's full regular pay for a period of up to 2 months. Sick leave does not count toward accrual to be paid out when employees leave.

13.3 The employer agrees to be bound by Federal FMLA leave requirements even if the employer is not legally bound to the law based on the number of current employees.

13.4 In extenuating circumstances with managerial agreement, if an employee becomes ill on vacation time the employee may swap vacation time for sick leave.

Article XIV – Paid Leaves

14.1 Parental Leave:

(a) Regular full-time and part-time employees who work at least thirty (30) hours a week are eligible to take parental leave for the birth or adoption of a child.

(b) The leave is available to both parents, regardless of gender, for up to one (1) year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.

(c) Employees are eligible for a maximum of twelve (12) weeks of parental leave. This period does not include the employee's sick time. This provision shall be subject to the 2023 economic opener.

(d) Parental leave may be used on an intermittent basis for up to one (1) year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.

(e) Employees are expected to notify their manager and HR of their parental leave plans as soon as reasonably possible but not less than four (4) weeks in advance of their anticipated date of leave.

(f) Employees taking parental leave within one (1) year of beginning employment at stac are expected to continue working at stac for at least one (1) year. If such employee leaves within one (1) year of employment, they agree to pay the lesser of 6 weeks' worth of salary or the balance of weeks of salary remaining until a full year of employment is completed back to the company.

14.2 Leave for Jury Duty:

(a) Employees who are summoned for jury duty shall be paid their normal rate of pay while serving. Employees should notify their manager immediately upon receiving a summons for jury duty and provide a copy of the summons to their manager.

(b) In the event that an employee is excused from jury duty during their regularly scheduled work hours, they must contact their manager for direction on whether or not they must report to work.

14.3 Bereavement Leave:

(a) Regular full-time and part-time employees shall be eligible for up to five (5) days for the loss of an extended family member and up to ten (10) days for the loss of an immediate family member or close friend.

(b) Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

14.4 Community Impact Leave:

(a) Employees may use up to one (1) day annually for positive community impact. This time cannot be rolled over and must be approved at least two (2) weeks in advance by management. Community impact activities include, but are not limited to, volunteering for 501(c)3s, 501(c)4s, political campaigns, or other community events.

Article XV – Holidays

15.1 Employees shall be eligible for paid holidays immediately upon hire.

15.2 The Company shall publish a list of observed holidays on or before December 15th for the following calendar year. The minimum number of observed holidays in a calendar year shall be no less than fourteen (14). The following holidays will be guaranteed to all employees:

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday (President's Day)

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Indigenous Peoples' Day

Veterans Day

Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

In the event that OPM guidelines include holidays not listed above, employees will be granted those days off in accordance with government guidelines. All holidays will be granted on working days observed by the OPM and the subsequent days that follow when applicable.

In no event shall bargaining unit employees receive fewer paid Company holidays than non-bargaining unit employees.

15.3 The Company shall also provide one additional floating holiday to be used during the employee's birth month.

15.4 The Company shall reduce its operations to the minimal level necessary to support business operations between December 26th and December 30th of each year.

Article XVI – Expenses for Travel

16.1 Expenses for Travel: The Employer shall reimburse employees for reasonable travel expenses including airfare, train fare, hotel stays, meals, car rental, transportation while out-of-town and/or use of a personal vehicle (at the rate determined by the IRS) for business purposes. Billable travel must be pre-approved by a manager.

Article XVII – Contracting of Bargaining Unit Work

17.1 The Company shall have the right to contract bargaining unit work with the following limitations:

(a) The Company cannot layoff bargaining unit employees while contracting bargaining unit work that an employee who is scheduled for layoff has previously performed unless replacing the contractor with the employee would cause disruption to the client. The “disruption to the client” exception shall not apply to work that is expected to last for sixty (60) days or more. It is understood that the “disruption to the client” exception is not intended to be used on a repeated basis for the same bargaining unit work.

(b) The Company may not contract bargaining unit work for more than a sixty (60) day period while bargaining unit employees who have previously performed such work are on layoff, unless agreed upon between the LMC and management. Such right is not intended to be used on a repeated basis for the same bargaining unit work.

Article XVIII – Hiring, Seniority and Severance Benefits

18.1 Hiring: If a position is to be posted externally, stac agrees to post all job requisitions on listservs, hiring sites and job boards representing historically marginalized communities. Union representatives of the LMC shall be afforded the opportunity to interview all prospective hires and provide a hiring recommendation to management. Upon hiring, the union steward will also get a guaranteed hour with all new hires to discuss history, culture, and rights of all employees in the unit.

18.2 Seniority: Seniority shall be defined as an employee's total service with stac labs, including any paid leaves of absence. Additionally, employees who have service as a fellow or intern in the prior twelve (12) months from their date of hire as a regular employee shall have their time as a fellow or intern bridged upon hiring. If an employee leaves stac labs and is rehired within one (1) year, they will retain their previous seniority status.

18.3 Layoffs:

(a) If the Employer has a need to reduce its workforce through layoffs or the dissolution of the company, it shall provide the Union with twenty-eight (28) business days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Company has scheduled for layoff for each job classification. During the twenty-eight (28) day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff. During the twenty-eight (28) day period the employer shall accept volunteers to be laid off from employees in the job classifications contemplated for the reduction in force. Such volunteers shall receive severance and COBRA reimbursement as provided in Section 19.3(c) below.

(b) If at the conclusion of the twenty-eight (28) day notice period the Company wishes to proceed to a layoff, then it shall proceed by laying off employees in the following manner. The Company will consider seniority, skills and abilities, and documented, ongoing performance issues in choosing which employees to retain. If a more senior employee within a job classification is less qualified to perform the remaining work, the employer may retain a more junior employee that possesses better skills and abilities, provided a reasonable justification is given in writing to the unit's Labor Management Committee before such a decision is made.

If the skills and abilities are determined to be equally adequate between employees to perform remaining work, and such employees do not have ongoing performance issues, the Company shall proceed by laying off the least senior employee in each affected job classification, as defined in Article XVIII of this agreement.

Should management and the LMC disagree as to whether a more senior employee does or does not possess equally adequate skills and abilities to perform the remaining work as

compared to a more junior employee, or has displayed ongoing performance issues, the employer may proceed with such a layoff. The Union may grieve the decision under the provisions of Article VII, Grievance Procedure.

Should an employee on the LMC be affected by this process, the unit chair or their designee shall be substituted as a party to this matter.

(c) **Severance:** Employees who are laid off (including probationary employees that are laid off due to a reduction in force) shall receive the following severance.

Length of Service	Severance Pay Continuation of Benefits
Less than one (1) year of service	Two (2) weeks of salary Benefits continue through the end of the month the employee left the company. Company will reimburse employee the equivalent of the full cost of the COBRA premium for one (1) month (upon receipt of documentation of premium payment)

One (1) year or more of service	Four (4) weeks of salary plus one week of salary for each full year of service, up to a maximum of twelve (12) weeks of salary Benefits continue through the end of the month the employee left the company. Company will reimburse employee the equivalent of the full cost of the COBRA premium for two (2) months (upon receipt of documentation of premium payment)
---------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(d) **Recall:** Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff conditional that the employee has not, except in connection with a legal proceeding or order (including a proceeding relating to this Agreement) or as otherwise protected or required by law, criticize, ridicule, or make any statement that disparages or is derogatory of the Company, its officers, managers or directors, either publicly, to stac members, partners in the movement, or others who could reasonably be considered to have potential impact on stac's business reputation and relationships. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of the laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

Article XIX – Wages

19.1 Minimum Salaries at Full Time:

Data Technologist - \$85,000

Data Specialist - \$65,000

Finance Specialist - \$55,000

Software Engineer - \$100,000

Sr. Software Engineer - 110,000

Product Lead - \$90,000

Program Architect - \$80,000

Technical Program Specialist - \$65,000

Customer Success Manager - \$55,000

19.2 Compensation:

(a) Compensation amounts set forth in this Agreement are minimum amounts, and nothing herein shall prohibit the Employer from paying employees amounts above such minimums in its discretion.

(b) In the event that the Employer creates a new title doing substantially the same work as the job classifications set forth in Article I – Recognition, the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union via email of the new job title and description with its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer it shall send an email request to bargain within seven (7) days of receiving the Employer's notice. If no request is made the temporary minimum salary shall become permanent. If a request is made the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

(c) Data from wage surveys in relevant fields should be considered when setting the salary for any new job, substantially changed job, or any classification brought within the jurisdiction of this Agreement at least once during the term of this Agreement.

(d) No employee shall have their salary reduced as the result of implementing the wage minimums, or data from wage surveys.

(e) Minimum salaries and the benefits in this document shall not be construed as limiting the Union's ability to bargain for higher salary and benefits on behalf of an individual employee or employees at the time such individuals responsibilities have changed or expanded and or during the annual evaluation period.

19.3 Ratification Bonus: Within ninety (90) days following the ratification of this Agreement employees shall receive a ratification bonus of \$2,500.

19.4 Annual Raises:

(a) Employees who have had at least six (6) months of service shall receive a performance review between the months of January and February of each calendar year and their pay increase will be effective on the first day of March following the performance review. If performance reviews are delayed beyond February of a calendar year, the employer will compensate the employee retroactively to March 1. Reviews shall not be delayed beyond March of a calendar year.

(b) The Company shall internally disclose the current salaries for all employees. The Union may negotiate with the Employer for salary increases to ensure that pay for all employees sharing a title or sharing similar scope of work is equitable in regard to any status covered in Section 23.1 on Diversity, Equity, and Inclusion.

(c) For calendar-year 2022, the Company shall complete evaluations provided in Section (a) above by August 31, 2022.

(d) Employees that were employees as of March 1st, 2022 shall receive an increase to their annual salary of 3% to be retroactive to March 1st, 2022.

(e) In January 2023 and again in January 2024, the parties shall enter into a wage opener to negotiate salary increase range contemplated in Section (a) above. The Employer shall provide the Union with the Company's economic information as part of those negotiations.

(f) The Employer may provide year-end bonuses to bargaining unit employees, based on the Company's economic health.

19.5 Contractors/Fellows/Interns:

(a) The minimum hourly wage for hourly employees shall be \$26.44/hour.

(b) Work will not be contracted out for the purpose of laying off, or reducing in wages, employees who regularly and customarily do such work. Employees may request that the Employer consult with the Steward on these grounds.

19.6 Part-Time Employees:

(a) Part-Time Employee salaries and increases shall be prorated based on the number of hours per week the Part-Time Employee works, with a forty (40) hour per week base.

19.7 Temporary Employees:

(a) Temporary employees are classified as employees with a specified length of employment and an end date that is mutually agreed upon by both the temporary employee and management at the time employment is offered and accepted. Employees who are hired on a project or program basis may be considered temporary employees.

(b) Temporary employees are covered by all provisions of this Agreement except layoff protections, parental leave, and severance except as provided in (c) below. (c) If a temporary employee is laid off prior to their scheduled employment term end date, they are entitled to the severance pay according to the severance provision outlined in this agreement.

Article XX – Promotions and Job Descriptions

20.1 Job Descriptions:

(a) Within 120 days following ratification of this Agreement, the Employer shall have a job description for each job classification covered by this Agreement. Each job description

will include the responsibilities associated with each job classification.

(b) The Employer shall post the job descriptions on the Wiki, or any other similar platform the Employer may utilize in the future, so employees have access to review them.

(c) The Employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary as a result of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

(d) If the Employer creates a new classification, the parties will attempt to reach an agreement within ten (10) business days on a tentative pay rate and job description for such a classification. If agreement cannot be reached, the Employer's proposed pay rate and job description will be put into effect. However, within six (6) months after such a new classification becomes operational, wages will be negotiated with the Union according to the article on Wages in Section 19.2.

20.2 Promotions:

(a) During an employee's annual review the Employer will discuss with the employee a structured pathway including tiered position structures with timelines, benchmarks, and role expectations in order to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion.

(b) When the Employer has the need to fill a bargaining unit position, it shall include the minimum salary for the position on any job postings.

(c) The Employer affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position internally, to allow for internal applicants to seek the position for one week. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. stac shall give consideration to existing employees that might be capable of performing the job.

(d) The Employer agrees that employees should regularly be performing work within their

job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification they can request a review to seek a promotion. The review shall take place within thirty (30) days of an employee's request for review. If the employee receives a promotion as a result of a review, the employee will be paid retroactively to the date it was determined the employee began fulfilling the duties of a higher job classification.

(e) If the employee and employer cannot agree that the employee has been performing work beyond their current job classification, the LMC and employer will meet with the employee to review duties assigned and work performed. If the LMC and employer cannot agree on the employee's job classification for work performed, classification becomes operational, and wages will be negotiated with the Union according to the article on Wages in Section 19.2.

Article XXI – Benefits

21.1 Terms of Participation: Employees covered by this Agreement shall be subject to standard Employer benefit plans in accordance with the terms and eligibility standards of such plans, work rules and policies applicable to other stac personnel, as such benefit plans, work rules and policies may be amended from time to time, with the understanding that in cases where such work rules and policies conflict with provisions contained in this agreement, this Agreement shall prevail. If the Employer intends to make a material change to its benefit plans, work rules and/or policies it shall give the Union advance notice of such change and the opportunity to negotiate. Employees covered by this Agreement shall be eligible to participate in Employer-provided benefits currently offered by stac on the same basis as other (non-Unit) employees. If after the ratification of this Agreement stac establishes a new benefit generally applicable to all other employees of stac, the Employer will make such benefit available to the bargaining unit.

During the term of this Agreement the Employer agrees that they will continue to offer bargaining unit employees Medical and Prescription Drug Coverage, Dental Coverage, Vision Coverage, Basic Life Insurance, a 401k plan and a Short-term and Long-Term Disability Plan. All insurance coverage will continue for employees that are on leave, whether paid or unpaid.

stac currently offers the following benefits:

- Medical and Prescription Drug Coverage
- Dental
- Vision
- Basic Life Insurance, with option for Supplemental
- AD&D Insurance
- Short-Term and Long-Term Disability
- 401k Plan

- Coworking and technology
- Professional Development
- Health (Both Physical and Mental) and Wellness
- Team Bonding Meals

Should the Employer need to switch providers for any of the above insurance categories, they must negotiate with the Union to update this Agreement with plan options similar to or better than existing level of coverage, if available and affordable, before switching. The employer shall provide all relevant cost information to the LMC, such information shall remain confidential by LMC members. The LMC shall be included in discussions with the insurance broker prior to the finalization of provider options and the Employer is required to notify all employees of intent to switch providers at least 30 days prior to the beginning of open enrollment period, and the parties shall negotiate over such changes.

21.2 Medical (including Prescription Drugs) Premiums, Dental and Vision:

(a) Currently, the Employer offers the following two plan options:

- United Furniture Workers PPO 2/RxC2, fully paid for employees and children, and 80% paid for a partner or spouse.
- United Furniture Workers PPO 13/RxE, fully paid for employees, partner, spouse, and children. In addition, the Employer will cover up to \$800/covered individual of the plan through an HRA for medical/dental and vision deductibles/uncovered expenses.

If an employee opts out of the above plans, the Employer will pay them \$175 per pay period.

(b) The company will create an Employee Emergency Health fund of \$10k immediately that will be funded yearly with an additional \$10k and carry over to future years until the fund reaches a sum of at least \$30k. This fund will be used to cover care that medical insurance does not cover, such as gender affirming care and fertility treatments for themselves, their spouse/domestic partner or dependent children, and long distance travel costs for medical procedures.

The joint Labor Management Committee will be tasked with deciding the best way to administer this to ensure adequate employee privacy in accessing these resources as well as responsible stewardship of the funds.

21.5 Other Forms of Insurance: The Employer shall offer:

(a) Fully paid basic life insurance and accidental death and dismemberment (AD&D) insurance, both up to twice (2x) the value of the employee's salary, not to exceed \$250k.

Employees also have the option to purchase supplemental life insurance.

(b) A short-term disability insurance policy that may replace up to 60% of salary, up to a maximum benefit of \$1,500 per week, for qualifying disabilities, for up to a maximum benefit of 24 weeks.

(c) A long-term disability insurance policy that may replace up to 60% of salary, up to a maximum benefit of \$10,000 per month, for qualifying disabilities, with a waiting period of 180 days.

21.6 401(k): The Employer shall maintain a 401(k) plan available to all employees covered by this contract. Employees shall be eligible to participate in the plan upon hire. Employees shall immediately be vested in all funds contributed to the plan.

21.7 Other Benefits:

Management reserves the right to suspend these benefits prior to a reduction in force, in order to protect staffing, and will provide notice to the union prior to the suspension of these benefits. The Union retains the right to meet and discuss alternative to layoff and/or the suspension of the following benefits.

(a) The Employer shall furnish all necessary equipment/software for employees to effectively do their jobs.

(b) Employees may use up to \$2,500, or a reasonable cost approved by management to cover the replacement of damaged or outdated equipment, at least every three years for a new work computer and accessories.

(c) Employees may use up to \$500 per month for expenses related to remote office work, such as approved technology, coworking spaces,, or Internet. Approval of such expenses shall be equitable between all teams and employees.

(d) \$15,000 will immediately be set aside to support the stac Professional Development fund which all employees are eligible to apply to receive funds up to \$2,000 per year of professional development activities, including activities during work hours that are approved by management. The fund will receive a minimum of \$15,000 of annual funding with the goal of building a reserve of \$2,000 per employee.

(e) Employees may expense up to \$25 for each virtual stac labs coordinated bi-weekly lunch meeting that they attend with other stac employees.

(f) The Employer shall provide company credit cards for employee use for expenses related to any of the items previously mentioned.

Article XXII – Privacy Protections

The Employer may require Employees to install Device Management Systems (DMS) on employer provided work devices only. If the Employer desires to use a DMS for any matter of security, monitoring, or management of work devices, the Employer must notify the employee before doing so. Except in cases of emergency or where Employer has reasonable justification to suspect egregious conduct by an Employee and has reason to remove an employee's access, they may do so immediately but must also immediately notify the affected employee. Employees have the right to request the consultation of the Steward regarding any use of the DMS that occurs.

Article XXIII – Diversity, Equity and Inclusion

23.1 Shared Values: Stac labs is committed to equal employment opportunity, to honoring the personal dignity of each individual with whom we interact, to cultivating and maintaining an inclusive environment, and to ensuring that our workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, genetic information, marital or civil partnership status, medical history, national origin, nationality, pregnancy and maternity, race, religion or belief, sex, sexual orientation, transgender status, veteran status, or any other legally-protected basis (collectively “protected status”) pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants, and cover both actual and perceived identities.

Harassment and discrimination are not only illegal; they are also contrary to stac labs mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not infect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer’s policies on harassment and discrimination. To this end, stac agrees to hold annual trainings for all employees addressing harassment and promoting diversity, equity, and inclusion. Such training will be included as part of the onboarding process for new hires.

23.2 Definitions:

(a) **Designee:** The designee is a person appointed by CEO to investigate a discrimination or harassment complaint and report their findings to the appropriate authority. If the complaint, in whole or in part, is against the CEO, then the board chair shall appoint the designee. The CEO or designee must be qualified to conduct an appropriate investigation.

(b) **Discrimination:** It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee’s race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, disability, gender identity or expression, ancestry, marital status, or any other characteristic protected by law.

(c) **Employee:** For the purpose of this Policy, “employee” is defined as any individual employed and paid by stac labs.

(d) **Harassment:** Harassment consists of unwelcome verbal, visual or physical conduct that is based on any characteristic referenced in Section 24.1 an individual’s race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, gender identity or expression, disability, ancestry, marital status, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, offensive jokes, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures and interference with work performance that relate to categories as defined in Section 24.1. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group, whether that material is sent by email, Slack, computer screens, or elsewhere on stac labs platforms or premises or circulated in the workplace, including at work-related events.

Unwelcome conduct can constitute harassment if:

- it has the purpose or effect of unreasonably interfering with an individual’s work performance;
- it creates an intimidating, hostile or offensive working environment; ● submission to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- in extremely serious isolated incidents.

(e) **Sexual Harassment:** Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Both victim and the harasser can be a woman, man or gender non-binary, and the victim and harasser can be the same sex.

The following is only a partial list of sexually harassing conduct:

- explicit sexual propositions;
- offering employment benefits in exchange for sexual favors;
- making threats or retaliating after a negative response to sexual advances; ● sexual innuendo or sexually suggestive or sexually degrading comments about a person’s body, sex life, sexual prowess or sexual deficiencies;
- sexually-oriented jokes, derogatory comments, epithets, slurs or catcalls; ● obscene language, letters, messages, notes or invitations (including by e-mail); ● physical contact such as touching or impeding movements;
- conduct such as leering, making sexual gestures; or
- displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons or posters (including but not limited to by e-mail, viewed or shared on a work computer or via text message).

Unwelcome sexual conduct can constitute harassment if:

- it has the purpose or effect of unreasonably interfering with an individual's work performance;
- creates an intimidating, hostile or offensive working environment; • submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment or inhibits the employee's ability to perform assigned work;
- or
- submission to or rejection of the conduct by an individual is used as the basis for tangible employment actions taken toward the employee.

(g) **Bullying:** stac labs defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical, on-line or otherwise, at the place of work and/or in the course of employment. For the purpose of this Article, Bullying shall be treated as a form of harassment.

23.3 Complaint and Investigation Procedure: As a means to ensuring a workplace free from discrimination and harassment, stac labs adopts this formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement - not to replace or supersede - the other procedures available to employees under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state or municipal fair employment practices law, or otherwise.

(a) **General Principles:** Stac labs employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident but no more than 90 days. Reporting additional incidents that support a pattern of harassment may go beyond 90 days. Any incident of discrimination or harassment should be reported immediately including isolated incidents—whether or not the employee wishes for action to be taken—so that a pattern of behavior may be established. The employee may report offensive conduct as defined herein without fear of interference with the individual's work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. Stac labs is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

If the employee feels comfortable doing so, they should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, the employee is not required to respond directly to the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint. No formal investigation shall take longer than one week to initiate from the date the complaint is first received by a CEO or their designee, and complete in no longer than 30 days.

If a person is accused of discrimination or harassment, the accused or representatives from the accused's organization shall not play any role in administering or making decisions under this procedure. This shall not interfere with the ability of stac labs representatives who are not the accused to be involved in the process when the accused is a representative of stac labs.

If the accused is determined to have engaged in discrimination or harassment, appropriate action will be taken promptly. For discrimination or harassment by an employee, supervisor or officer of stac labs, appropriate sanctions will be imposed up to and including termination of the offending individual, in compliance with the collective bargaining agreement. If it is conduct by a member, employee or officer of an affiliate, vendor or consultant, then stac labs will take appropriate action, using its best good faith means available.

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment, or individuals who provide information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

(b) **Procedure:** The procedure for dealing with complaints of discrimination or harassment is as follows:

(i) If an employee believes that they have been the target of discrimination or harassment, stac labs encourages the employee to report the alleged incident(s) as soon after the incident occurs as reasonably possible but no more than ninety days (90) days to a Supervisor or CEO. If the report is made to a Supervisor, the supervisor should immediately notify the CEO. Failure to report claims of harassment hampers the ability to take necessary steps to remedy such situations.

An employee is not required under this procedure to confront the offending individual.

It is the responsibility of any Supervisor who receives a complaint to inform the CEO or designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant. If the complaint is against the CEO, the complaint shall be reported to the Board Chair. For the remainder of this Article, if the complaint is against the CEO, references to the CEO shall be replaced with Board Chair. This article is not intended to require the person receiving the complaint to further report the complaint against the expressed will of the complainant.

(ii) The CEO or designee shall make every effort to keep the complainant informed about the process and, when appropriate, shall engage the complainant in making

procedural decisions.

(iii) When discrimination or harassment is alleged, if appropriate, the CEO or designee may attempt to resolve the matter informally.

(iv) If the nature of the allegations makes such informal investigation inappropriate or if informal efforts do not resolve the matter, the CEO or designee will ask the person making the complaint ("the complainant") to promptly file a written complaint. That complaint should describe the alleged discrimination or harassment in as much detail as possible, including a description of what occurred and the dates, times and places of the incident(s). The complainant also should submit the names of individuals who he or she believes have information relevant to the investigation.

(v) The CEO or designee, will initiate an investigation to determine whether discrimination or harassment has occurred within one week of receiving the report. The CEO or designee must be trained in conducting appropriate investigations and must not have a conflict of interest related to the complaint, complainant or accused. If the CEO has a conflict, the Board Chair shall appoint the designee to conduct the investigation. The investigation will conclude 30 business days from the date of the investigation being initiated.

(vi) If the investigation warrants disclosure of the complainant's name or identifying characteristics to individuals other than the CEO or designee, the accused, or members of the Board, the complainant shall be notified of such needed disclosure.

(vii) During the course of the investigation, the CEO or designee will inform the accused of the complaint, and will give them the opportunity to respond to the allegations and to submit the names of individuals who the accused believes have information relevant to the investigation.

(viii) The investigation may include meeting with the complainant, the accused and other individuals who may have relevant information. Relevant documents may also be reviewed. The investigation will be conducted promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.

(ix) If necessary, stac labs will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation, including separating the relevant parties. Stac labs will take steps to ensure that the investigation or the accused does not interfere with the complainant's ability to perform assigned work.

(x) If the investigation establishes that discrimination or harassment has occurred,

stac labs will take prompt and appropriate action within one week of the conclusion of the investigation. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge. Discipline may be grieved under the provisions of Article VII, Grievance Procedure.

If it is conduct by an employee or officer of an affiliate or by a vendor or consultant, then stac labs will take appropriate action, using its best good faith means available. Good faith means include, but are not limited to notifying the accused's superior, at the local, regional or national level, requesting that appropriate action is taken.

Stac labs values the use of restorative practices as an approach to non-punitive conflict management. Stac labs may attempt to resolve matters wholly or partially through restorative practices so long as both the accused and complainant consent to the use of restorative practices and the restorative process proposed.

Based on the findings of the CEO or designee, and based on advice from legal counsel if sought, the CEO shall determine appropriate action to be taken when a violation of this Policy has been established.

(xi) stac labs will inform both the complainant and the accused of the outcome of the investigation and, if permissible, what measures were taken to correct the discrimination or harassment.

(xii) If the CEO or designee fails to conduct the investigation promptly or maintain communication with the complainant in regards to the investigation, the complainant may follow the Grievance Procedure outlined in Article VII.

(xiii) Use of the process established in this policy in no way constitutes a waiver of any legal rights held by or remedies available to the complainant.

Article XXIV – Corporate Structure and Input

24.1 At least twice a year, the Union shall meet with Management to discuss strategic priorities and present written documentation to be considered for inclusion into documentation presented to the board or other stakeholders.

24.2 Management shall notify the Union as soon as planning meetings begin for board meetings in the event that the union wants to update specific materials for consideration. The Employer shall also notify the Union of the date of such board meeting. The Union shall have until 2 weeks before each board meeting to present revised materials for consideration. At least 1 week prior to the board meeting, the Employer shall notify the Union whether they have accepted the Union's materials to be included in the presentation to the board.

24.3 The Union has the right to present at board meetings.

24.4 Management shall furnish all staff with a written report and meeting minutes within 5 business days following each meeting of the Company's Board.

Article XXV – Entire Agreement

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between such parties or between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

Article XXVI – Term of Agreement

This Agreement will take effect on [insert date of ratification of this Agreement] and will expire on March 1, 2025.

At any time within ninety (90) days immediately prior to the expiration date of this agreement, the Employer or Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any sale, transfer, lease or assignment.

There shall be an economic opener January 1st 2023, and subjects to be open shall include

- Wages
- 401k
- Types of leave
- Other items by mutual agreement by the parties

[Signatures on following page]

For the Union:

Anthony M. Mulligan
Brandon Pickett
Shannon Cwikla
Steven McCarty
Davis Manoushagian

For the Employer:

Nicole Aro
Martha Laning

November 3, 2022

Date Signed