

Memorandum Of Understanding Between GetThru and CWA Local 9415

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Article 1: Preamble

Whereas, Toskr, Inc. DBA GetThru (hereinafter referred to as “GetThru” or the “Employer”) and GetThru Workers United (hereinafter referred to as “GTWU” or the “Union”) mutually desire to establish a constructive, cooperative, and harmonious relationship; and to establish an equitable and peaceful procedure for the resolution of differences; Therefore, GetThru and GTWU hereby enter into the following binding collective bargaining agreement, effective this **May 1, 2025** (the “Agreement”).

The Union and the Employer value and respect the role of the employees covered by this Agreement as essential contributors to the Employer’s mission of promoting progressive social change. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of sustainably providing an exceptional service to the communities in which we work.

We believe in effective communication, mutual respect and meaningful involvement of employees in working towards this common objective. The Employer recognizes and respects the Union’s commitment to advocating for the interests of its members.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions and experiences and recognize the value such diversity has to the delivery of high-quality services to our communities. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the realization of the Employer’s mission.

This agreement shall be effective upon the adoption of this contract by the effective May 1, 2025 and shall remain in full force and effect through December 31, 2027.

Article 2: Parties to the Agreement

This collective bargaining agreement (“Agreement” or “CBA”) is entered into as of **May 1, 2025** between GetThru and GTWU.

Article 3: Recognition

GetThru recognizes the Communications Workers of America (“Union” or “CWA”) as the exclusive collective bargaining representative in accordance with applicable federal labor law for all non-management employees of GetThru. The following job positions for US, either current or previous titles, are all covered by the CBA:

- Principal Software Engineer
- Senior Software Engineer
- Software Engineer
- Senior Product Manager
- Product Manager
- Account Executive
- Business Development Representative
- Senior Marketing Manager
- Marketing Manager
- Client Success Lead
- Senior Client Success Manager
- Client Success Manager
- Support Lead
- Senior Technical Support Coordinator
- Technical Support Coordinator
- Dialer Manager
- Associate Product Manager
- Quality Assurance Specialist

In the case that a new job title is created during the life of this contract, management will inform the union of this new title being created and provide a job description that identifies if this will be a union or non-union position.

Exempt Employee - This is a position that is exempt from overtime eligibility. Specifically, it refers to employees that are exempt from overtime based on the Fair Labor Standards Act (FLSA). These are typically salaried employees.

Non-Exempt Employee - These are employees who are eligible for overtime based on the (FLSA). These are typically hourly employees.

Article 4: Saving, No Derogations

If any provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that provision of this Agreement will be ineffective. In that event, the parties will promptly meet to negotiate a replacement for such provision(s). Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

Article 5: Union Representation

GTWU shall appoint a shop steward to represent the bargaining unit and will inform management of that appointment. Stewards may use a reasonable amount of work time with pay to investigate written grievances, provided that the investigation does not unreasonably interfere with the steward's work or the work of other employees.

GTWU has the right to request that any two (2) bargaining unit members take unpaid time off for union activities for up to 5 business days per calendar year (taken in full-day increments), upon 7 days written notice. The company has the discretion to deny the request when business needs warrant. Any additional requests will not be unreasonably denied.

Article 6: Grievance and Arbitration Procedure

Section 1: General Provisions and Procedure

This grievance and arbitration procedure is the sole and exclusive procedure for resolving disputes that arise out of this Agreement. Should a dispute arise as to the interpretation or application of this Agreement affecting an employee of the Employer, the employee will first take up the dispute with their immediate supervisor. The specific reference to the contract provision(s) allegedly violated must be stated. If no satisfactory agreement is reached within three (3) working days, the grievance shall be processed according to the following procedure:

Step 1:

The Union may file a written grievance with either their Supervisor or the Head of People Operations within fifteen (15) working days following the date on which the Union became aware, or could reasonably have become aware, of the facts which form the basis of the grievance. The Union will email the grievance information to the relevant party to initiate the process and the email will include the following information: the basis of the grievance must be set forth with reasonable particularity, including a designation of the article(s) and section(s) of the Agreement allegedly violated and the remedy sought. The Supervisor or Head of People Operations will attempt to address the grievance with the appropriate Union representative and

issue a response within five (5) working days of the date the Union files the grievance and state the basis for any determination of the issues raised by the grievance.

Step 2:

If the matter is not resolved at Step 1, the Union may escalate the grievance to Step 2 by filing a written request to the CEO to advance the grievance to Step 2. The Union must file this request within fourteen (14) working days following the Employer's Step 1 written response. The CEO will issue a written response within five (5) working days where the CEO is not traveling or on paid time off, from the date the Union files its written request to escalate the grievance to Step 2.

Step 3:

If the Union is not satisfied with the Step 2 decision, it may file a demand for arbitration. The Union must file this demand within ten (10) working days of the date the Employer issued its Step 2 decision. The demand for arbitration must specifically state the issues to be arbitrated, the articles and sections of the Agreement allegedly violated, and the remedy sought. Failure to file a timely demand for arbitration satisfying these requirements shall end the grievance for all purposes. The Arbitrator shall be selected by mutual agreement between the parties from a list of at least seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. Each party shall alternately strike a name from the list of proposed arbitrators until one name remains, who shall be the Arbitrator.

Section 2.

The Arbitrator's decision shall be final and binding upon the Union, the affected employee(s), and the Employer, provided that the Arbitrator has not exceeded their authority under this Agreement. The Arbitrator shall not have the authority to render a decision which has the effect of adding to or subtracting from or in any other way changing the terms of the Agreement, and shall set forth fully in writing the basis of their decision, together with the provisions of the contract which they have relied upon.

Section 3.

The fees and expenses of the arbitration service, the Arbitrator, hearing facility, and a court reporter, will be shared equally by the parties. Each party shall bear the expenses of presenting its case, including the compensation of witnesses and representatives.

Section 4.

During the processing of Step 1 and Step 2 grievances, and in preparation for any eventual arbitration, the parties agree to share relevant information with one another and to provide copies of documents they have relied upon or intend to rely upon. This timely exchange of information,

including the exchange of documents, is intended to facilitate resolution of the dispute as well as assist the parties in their preparation at each step of the procedure.

Section 5. The timelines of the parties' Grievance outlined above may be extended by mutual agreement of the Union and GetThru; however, in the event that a grievance is dormant for a period of thirty (30) days or more beyond any particular step, the grievance will be deemed withdrawn. In the event that the delay in processing the grievance is due to the inaction of GetThru, and if the grievance is moved to arbitration by the Union, then GetThru will pay the costs of arbitration, excluding attorney fees.

Article 7: Union Security & Dues Deduction

Section 1: Union Security

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For the purpose of this Section, "employee" shall mean any person entering into the bargaining unit.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- C. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.
- D. The Employer may inform employees and applicants for employment of their rights and obligations under the provisions of this Section. The Employer shall also provide a one hundred and twenty (120) minute period of time during the first week of employment for

bargaining unit members for the union designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours using company virtual meeting rooms. No management employee or designee shall be present or monitor the meeting. Such meetings shall be on paid time for the employees and attendance shall be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer shall provide to the union the names and job assignments of the new hires.

Section 2: Payroll Deduction of Dues

- A. GetThru agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, including assessments, authorized arrearages (a.k.a. back dues and fees), and initiation fees, hereinafter referred to collectively as "dues" from the pay of an employee, upon receipt of a dues deduction authorization card or form, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card or form in accordance with the GetThru's normal payroll procedures.
- B. If, for any reason, GetThru fails or is unable to make the authorized deduction from pay in any payroll period, GetThru will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.
- C. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.
- D. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non bargaining unit position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated and the employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the employee.

- E. The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying GetThru in writing of the dues change. Following formal notice from the Union, such change in dues rate or amount will be deducted from employees' future wage payments in accordance with GetThru's regular payroll practice.
- F. GetThru and the Union shall meet for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by GetThru to the Union for purposes of implementing this Article and how such information shall be transmitted.
- G. The information listed above will be taken from GetThru records and will be sent to the Union with the dues collected no later than ten (10) calendar days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, the Union assumes all risks associated therewith.
- H. The Union agrees to fully defend, indemnify and hold harmless Employer for any liabilities, and costs it may incur as a result of its having performed the Employers obligations under this Article.

Article 8: Management Rights

Section 1

Except as expressly restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in GetThru, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to determine, plan and direct the use of funding and resources to achieve GetThru's missions, programs, objectives, activities, and priorities; to determine and direct the means, programs, policies, processes, equipment, facilities, methods and manner by which GetThru's business, affairs, operations, programs, plans, and missions are to be provided; to determine the size, composition, and qualifications of the workforce through the recruitment, development, training, evaluation, promotion, assignment, transfer, reclassification, layoff, demotion, discipline, and discharge of employees; to determine, modify, and enforce standards of qualification, productivity, training, conduct, and safety, and to determine the process by which performance is evaluated; to determine employee shifts, working assignments, and schedules; to determine and modify job classifications and job descriptions; to determine the number of hours and shifts to be worked; to determine the need for, and identity of, suppliers,

contractors, and subcontractors; to close down, or relocate GetThru's operations or any and/or all part or parts of the operations; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to issue, amend, and revise policies, rules, regulations, and practices regarding GetThru operations and employee conduct; and to take whatever action is appropriate in the sole discretion of GetThru to determine, manage, and fulfill the mission of GetThru and to direct GetThru's employees.

It is agreed that the enumeration of the above-specified management rights are not intended to be exhaustive and will not be deemed to exclude other management rights not so enumerated. It is further specifically agreed that all of the rights, powers, or authority vested in GetThru, except those specifically delegated, deleted, or modified by the express terms of the Agreement, are retained by GetThru.

Section 2

This Article is not a source of Union or employee rights and therefore is not subject to the Grievance Procedure except to the extent that an exercise of such right is in conflict with another provision of this Agreement.

Section 3

GetThru's failure to exercise any right, prerogative, or function hereby retained and/or reserved to it by this Article, or GetThru's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of GetThru's right to exercise such right, prerogative, or function or preclude it from exercising the same in another way that does not conflict with the express provisions of this Agreement.

Article 9: 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. GetThru agrees not to conduct a lockout against any bargaining unit employees during the term of this Agreement. Any dispute arising between the parties will be resolved according to the provisions contained within this Agreement.

Article 10: Non-Discrimination

GetThru and the Union agree that they will not discriminate against any employee by reason of race, color, creed, ethnicity, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, history of disability, medical condition (including cancer and genetic

characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, citizenship status, military service and veteran status, arrest or conviction record, union and activity that does not otherwise conflict with the lawful mission and purpose of GetThru, and/or any other characteristic protected by state or federal law or local ordinance.

These protections apply to employees and applicants and cover both actual and perceived identities.

Article 11: Observation of Board Meetings

To foster a relationship of transparency and cooperation between GetThru and the Union, GetThru has agreed to provide the approved meeting minutes to the Union.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 12: Labor-Management Committee

In consultation with GetThru, the Union will form a Labor Management Committee comprised of up to three elected union representatives and at least one member of GetThru Leadership.

The purpose of the Labor Management Committee (LMC) is to promote open and productive discussion and communication and increased effectiveness at GetThru. The LMC may discuss subjects contained in the collective bargaining agreement as well as those not covered by the agreement.

The LMC will meet no less than quarterly, unless mutually agreed upon. The meeting will not exceed two (2) hours. The meeting agenda will be mutually agreed upon by both parties and the meeting will be co-facilitated by the Union and GetThru. All bargaining unit employees will have the opportunity to attend this meeting. Upon request, GetThru Management or the Union must make a good-faith effort to respond to questions raised in the LMC within 2 weeks of the meeting.

Article 13: Commitment to Union Labor

GetThru has a strong commitment to organized labor and the collective bargaining process. Hence, GetThru will consider Union affiliation a plus factor when selecting suppliers, however, nothing in this Article limits GetThru's ultimate authority to determine, in its sole discretion, the contractors/vendors with which to enter into commercial agreements.

Article 14: Digital Bulletin Boards

GTWU shall be permitted to distribute Union information to its members via employer-provided email and employer-provided chat rooms.

GTWU shall be permitted to use company provided video conferencing software to host meetings with other Union members.

Article 15: Work Rules

If GetThru desires to revise an existing work rule covered in the collective bargaining agreement the Union Steward will be given Five (5) days advance notice of the proposed rule change and be provided with an opportunity to meet and confer/engage in impact and effects bargaining as is customary under applicable federal labor law.

If GetThru desires to establish a new rule, which is not part of this Agreement, and which will have a material impact to the employee's time, quality or safety of work environment, or job duties, the Union Steward will be given Five (5) days advance notice of the proposed rule change and be provided with an opportunity to meet and confer/engage in impact and effects bargaining as is customary under applicable federal labor law. GetThru may make an immediate work rule change if employee safety or well being is at risk. In such a case the Union Steward will have the opportunity to propose changes if needed.

Article 16: Personnel Files

Section 1: Maintenance of Files

GetThru shall maintain personnel records, which include an employee's application, cover letter, resume, pre-employment material and all pertinent documents concerning the employee's employment record, job description, compiled performance evaluations and documentation of disciplinary action or changes in employment status.

Section 2: Confidentiality of Files

GTWU and GetThru reaffirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, GTWU agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

Section 3: GTWU Access to Files

When reasonably required in the judgment of a GTWU representative, including both local and national representatives, to administer the Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, GetThru will make available for review and furnish copies to the GTWU representative all, or designated, materials in an individual employee's personnel file.

Section 4: Employee Access to Files

An employee has the right of access to his/her official personnel file within Five (5) business days of a written request by the employee to GetThru . An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into his/her official personnel file. The employee has the right to have his/her written response to any material related to discipline or job performance in the official personnel file attached to the material. GetThru at its discretion may redact information from the personnel file which contains information about other employees and is non-material to the employee, a grievance or administration of this Agreement. Redactions will be kept to a minimum and will only include the specific words or sentences that are immediately relevant to the issue being redacted.

Article 17: Job Posting and Hiring

Section 1: Internal Hiring Process

GetThru shall notify all employees, by email, company all hands meetings or similar method, of any vacancy in an existing or newly created position it intends to fill. GetThru may also advertise the position externally no earlier than two (2) business days prior to posting internally.

Employees shall have five (5) working days from the date of the posting to apply for the vacancy. If the Employee substantially meets minimum qualifications in job description, GetThru will be obligated to interview the internal applicant prior to interviewing outside applicants, unless the internal bidder is unavailable. GetThru will hold the same standards for interviews for both internal and external applicants. If Employee does not substantially meet minimum qualifications, GetThru is not obligated to interview candidate. GetThru will inform the candidate in writing of the reasons for which they were not provided an interview. In the event that GetThru has conducted an interview prior to receiving the internal application, they will cease to schedule any additional interviews until the internal applicant has been interviewed.

After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by GetThru.

Where in GetThru's sole judgment the qualifications and experience of an internal applicant and an outside applicant are substantially equal, GetThru shall award the position to the internal bidder.

If an employee is not awarded a position, upon request, GetThru will meet with the employee and, at the employee's option, a representative of GTWU to discuss the reasons for non-selection. This meeting must be held within five (5) working days of request.

Section 2: Commitment to Diversity, Equity, Inclusion, and Belonging

GetThru will make a demonstrable effort to recruit from historically underrepresented or marginalized groups.

Article 18: Work Assignments

Employees will be provided with a written job description outlining their expected work assignments and duties when they are hired. When a job description is being reviewed for changes, management will discuss potential changes with affected Employees prior to changing the job description. When the work assignment is changed, a revised job description will be provided.

When an Employee is assigned by their supervisor to a job or assignment with significantly greater hours or responsibilities, the Employee shall be granted a meeting with their supervisor to

discuss work schedule, compensation, workload, and priorities. Management will meet with the Employee within fourteen (14) calendar days of the Employee's request.

In the event of a significant change in duties and/or responsibilities, an Employee may seek an increase in compensation of the position by submitting a request to a supervisor. The request will be reviewed and a written decision provided to the Employee and the Union. The Employee may appeal the decision, subject to the provisions of the grievance procedure.

Interim Positions

Interim positions will be determined when someone is given a formalized title change, which they will be notified by HR in writing.

Interim position assignments shall not be made on an arbitrary or capricious basis. GetThru retains sole discretion in decisions related to interim positions under this Section.

When assigned temporarily to perform the work of a higher-paid classification due to parental leave, medical leave, or unpaid leave, an Employee in this Unit shall be paid as if the Employee had been promoted for the duration of the interim position provided the following criteria are met. This applies even if the higher level position is an interim position outside of the bargaining unit:

1. The Employee must perform the majority of the higher classification's duties;
2. The temporary assignment must last for sixty (60) consecutive workdays, whereupon, the higher pay in the higher pay level will be made retroactive to the first day on which the higher duties were assumed. If the time of the interim duty is known in advance (ie. parental leave) and the time is longer than 60 days then the pay increase for the interim position will begin at the start of their acting capacity

Article 19: Privacy

Employees have the reasonable right to privacy and GetThru will not monitor employees computer usage.

GetThru may not access or retrieve an employee's data or devices including those utilized for work purposes or owned by GetThru without prior consent, unless required by law. This includes, but is not limited to, remote access, keystroke monitoring, and user emulation.

Cloud or on-device messaging, chat, video, and email data shall be protected from unreasonable search, unless required by law or pursuant to the grievance process contemplated by this

agreement. The only exception to this clause will be information posted to public spaces (public slack channels, shared inboxes, hubspot).

An employee may, at any time for any reason, exercise their right to privacy by choosing not to enable their camera during video conferences.

After an employee is no longer employed at the company, GetThru may view the employee's messaging, chat, email, or other electronic communications data to search for key communications or documents, to reset a password, or for any other required business purpose.

Article 20: Hours of Work

All salaried employees will work a regularly scheduled 40 hours per week in 5 days. Each unit member will work with their supervisor to determine which days are worked by considering the needs of their team. A regular work day will be no longer than 8 hours per day and will have one uninterrupted hour per day for lunch, at the employee's discretion, excluding weekends.

Section 1: Comp Time

The union recognizes there may be times where the volume of business warrants work over a standard workweek or work outside of standard business hours. For full-time or part-time salaried exempt employees, if they work significant time beyond a standard work week they will be able to request comp time to take off in the future. This comp time must be taken within 60 days of the additional time worked. An employee will inform their supervisor of plans to use comp time and may be asked to make alternative scheduling plans if the planned schedule does not meet the needs of the team that week. No reasonable request will be denied for an employee to take time off for comp time.

Section 2: Flex Time

For full-time salaried exempt employees, there are times where an employee may need to make adjustments to their schedule due to outside circumstances. Employees can flex their schedule within a week as long as their total hours worked equal a normal week. An employee will inform their supervisor of plans to flex their schedule and may be asked to make alternative scheduling plans if the planned schedule does not meet the needs of the team that week. No reasonable request will be denied for an employee to flex their schedule.

The same benefit will be available for a part-time, salaried exempt employee based on the number of hours that employee is scheduled to work. Part-time employees are expected to have a relatively fixed schedule that is a subset of a standard full-time schedule, and it is not the intention of this article for employees to be choosing a different schedule each week.

Section 3: Hourly Employees

Hourly employees will have their schedules made available at least one week in advance. If shifts need to be amended for any reason within 1 week of a shift, the company will seek to notify employees as soon as possible. While hours may be cut, the employee will be paid for no less than 50% of the maximum number of hours they were scheduled to work within 1 week of the shift.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 21: Telecommuting & Remote Work

GetThru shall make no provisions limiting the work location of its employees so long as the following criteria are met:

1. Allows them to be generally available during U.S. business hours
2. Consistent access to the internet with speeds sufficient for online demos, video conference, and other standard work functions
3. Ability to be reached by phone or phone equivalent (Skype, Slack call, etc.)
4. Minimal distractions to allow for maximum focus
5. Appropriate backgrounds for meetings when meeting by video

In the event that GetThru makes the decision to operate an on-site facility and hire for on-site only positions, GTWU agrees to re-open this article for re-negotiation in the best interest of the continued operation of the company. The company will present a plan with projected costs for on-site work, desired outcomes, and the benefits to the company. The company will hold a survey to measure support for the expansion plan and will make the results publicly available.

GetThru shall provide the equipment needed to perform an employee's job duties from a remote location. If an employee requires additional equipment to perform their job duties, the employee may request the additional equipment from their manager. Requests for additional equipment that is required to perform the employee's job duties shall not be unreasonably denied. The use of such equipment by GetThru for surveillance purposes to monitor remote workers, store their data, and use these in disciplinary proceedings is prohibited.

If an employee requires alternative or additional equipment as a reasonable accommodation for a disability, the costs of the Company-approved accommodation will be paid for by GetThru.

GetThru may require in-person attendance of on-site work events in the case of external, client oriented events, such as conferences. GetThru will ensure that any roles requiring travel state this requirement in the job posting. Management will make every effort to spread travel events evenly across team members where applicable (ie. conference planning) so that certain team members are not more unduly burdened with travel.

For internal team or company events an employee may request to their supervisor to opt out of attendance due to safety concerns, security concerns, health problems, compelling family obligations, religious conflicts, or other compelling reasons. No reasonable request will be denied. GetThru agrees to make reasonable efforts to provide for virtual attendance to any employee who has opted out of onsite attendance.

Article 22: Performance Evaluation

The job performance of bargaining unit employees will be reviewed formally by the employee's supervisor once each year, no later than March 30th. If for some reason the company cannot provide performance evaluations by March, they will provide written explanation to the union and a new timeline can be determined. Performance evaluations are to be written. Job duties evaluated will include only those job duties that are the responsibility of the Employee. They shall include an evaluation by the supervisor of employee effectiveness as well as a self-evaluation written by the employee. During a performance evaluation, the Employee and their supervisor will discuss merit raises. Merit raises will be considered based on performance evaluations and time spent employed with GetThru.

A copy of completed evaluations will be given to the employee and their supervisor, and the original will be submitted to the CEO or authorized designee for review. After review, the original copy shall be kept in the employee's personnel file along with the employee's self-evaluation. Employees are entitled to disagree in writing with their evaluation and attach it to the evaluation in their personnel file. Employees shall receive a minimum of two (2) weeks' advance notice of the evaluation window, i.e., the period during which the supervisor anticipates completing and presenting the employee's evaluation, which will coincide with the employee's completion of their self evaluation. The format for all bargaining unit employee evaluations will be determined by GetThru with input from the Union. The substance of bargaining unit employees' annual or periodic performance evaluations shall not be subject to the Grievance / Problem Resolution Procedure of the CBA.

Every bargaining unit employee will have the opportunity to informally review their immediate supervisor after the employee's own evaluation is completed and will be submitted to the CEO or authorized designee. The employee's immediate supervisor will receive a copy of the employee's review of the supervisor. The employee's review of their immediate supervisor shall not be made a part of the supervisor's personnel file / personnel record without the consent of the supervisor and the approval of the CEO or authorized designee; however, the informal supervisor review may be considered by the CEO or authorized designee as a part of that supervisor's annual or periodic evaluation. The format for such informal annual supervisor review will be mutually agreed upon by the Union and GetThru; such agreement will not be unreasonably withheld. This review will take place concurrently with the employee's review by management. The informal supervisor review and related process as outlined above shall not be subject to the Grievance / Problem Resolution Procedure of the parties' Agreement. The intent of this section is to promote the exchange of constructive feedback and promote the mission of the organization within the context of the process outlined above.

Article 23: Professional Development

Each GetThru employee shall be granted the ability and capacity to devote as much as 2% of their regularly scheduled weekly hours, or equivalent, to professional development.

An employee will inform their supervisor of plans to schedule professional development and may be asked to make alternative scheduling plans if the planned schedule does not meet the needs of the team that week. No reasonable request will be denied for an employee to take time for professional development.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 24: Wages

GetThru reviewed salary bands for all current bargaining unit positions using Payscale/Payfactors in December 2024. GetThru benchmarks the salary band to the 50th percentile for the position in Oakland based on the job responsibilities of the position. The 50th

percentile is the midpoint for the GetThru salary range for the position. From there, the top of the position range is 10% above the midpoint and the bottom is 10% below the midpoint. This creates ranges that give employees room to advance financially within the role while keeping the bands narrow to reduce bias in determining individual salaries.

GetThru will publish the salary bands so there is pay transparency across the company.

The salary bands will be increased in 2026 and 2027 using the Social Security Administration's Cost-of-Living percentage, but not to exceed five percent (5%) in any year.

GetThru may award raises in its discretion at any time. GetThru cannot commit to pay increases matching the band at this time. However, GetThru can commit to salary increases if the following thresholds are met:

- If GetThru has \$500,000 in Net Income in 2025, employees who have not already received such raises will have their salary increased to at least 2% above the February 1, 2025 salary level on February 1, 2026.
- If GetThru has \$1,000,000 in Net Income in 2026, employees who have not already received such raises will have their salary increased to at least 2% above the February 1, 2026 salary level on February 1, 2027.

Hourly Employees

Hourly employees will be paid no less than \$22 per hour in 2025, \$23 per hour in 2026, and \$24 per hour in 2027.

Overtime for Non-Exempt Hourly Employees

For non-exempt, hourly employees, if they are to work over 40 hours of work in a week they are entitled to receive overtime pay for any additional hours worked in that week. Overtime pay will be set as 1.5x their hourly rate. No hourly employee can be mandated to work overtime and they will not be penalized for declining overtime shifts when offered.

Commissions

The specifics of commission structures will be set by the CEO on an annual basis. Those employees eligible for a commission will receive their final commission structure no later than February 1 of each year. If an employee is terminated without cause or voluntarily separates from the company they will receive 100% of their outstanding commission payout as of the end of the previous month in their final pay period. No commissions will be paid for revenue generated after separation.

Acquiring Company Option

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Article 25: Paid & Unpaid Leave

Eligibility

All full-time employees whose contracts do not have an end date are eligible for all of the following paid and unpaid leaves. Exempt part-time employees regularly scheduled to work at least 20 hours per week are also eligible. Employees will begin accruing vacation and be eligible for paid holidays and sick days on their first day of employment. For all other paid leaves, employees will be eligible after 3 months of employment.

Temporary full-time employees are eligible for sick leave and paid holidays. Temporary employees are employees whose contract includes an end date. Temporary employees are not eligible for other paid leave opportunities unless required by law.

Part-time non-exempt employees regularly scheduled to work less than 20 hours per week are eligible for paid sick leave starting their first day of employment, but they are not eligible for other leave types unless required by law.

Holidays

GetThru, Inc. celebrates the following paid holidays.

- New Year's Day
- MLK Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Winter Break (4 weekdays from Dec 26 and Jan 31)

If an employee is required to work on a paid holiday, the employee will be offered another day off in return. These “makeup holidays” must be taken within one month of the holiday during which the employee was required to work.

Employee’s Birthday - All GetThru employees will receive an additional holiday of 8 hours to be taken for their birthday. The employee may choose to take the holiday on any weekday within two weeks of the date of their birthday. Employees must remind their supervisor about their upcoming birthday seven days in advance to ensure there is an adequate plan for coverage.

Floating Holiday -GetThru recognizes that employees may observe holidays outside of the ones designated by the company. The floating holiday, which will be 8 hours of PTO, can be used at the employee’s discretion for religious holidays, family obligations or anything else of their choosing.

Vacation

From February 1, 2025 through January 31, 2026, Full-time employees regularly scheduled to work are eligible to accrue up to 80 hours of vacation over the time period. Vacation accrues at 6.67 hours per full month worked beginning on the employee’s full-time hire date.

Beginning on February 1, 2026, the below vacation policies will apply.

Full-time employees in their first 2 years regularly scheduled to work are eligible to accrue up to 120 hours of vacation per year. Vacation accrues at 10 hours per full month worked beginning on the employee’s full-time hire date.

Full-time employees with more than 2 years of seniority are eligible to accrue up to 160 hours of vacation per year. Vacation accrues at 13.33 hours per full month worked.

Employment Status	% FTE	Years 1-2 Annual Vacation AccrualTime (hrs)	Years 3+ Annual Vacation Accrual (hrs)
Full Time (40 Hrs/Week)	100	120	160

Once hours are accrued, employees may take Vacation Days for any reason, including vacation, personal illness, medical and dental appointments, emergencies, family care and medical leave, religious holidays, disability leave, and personal commitments.

Employees must take vacation in minimum increments of 4 hours.

Starting June 30, 2025, Vacation accruals may not exceed 160 hrs. Once this maximum is reached, all further accruals will cease. Vacation accruals will re-commence after the employee has taken vacation and his or her accrued hours have dropped below the maximum cap. No vacation accrues during an unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work. Prior to June 30, 2025, the vacation accrual cap will be 240 hrs.

Up to 40 hours of Vacation Time may be taken before it is accrued using the standard procedures for vacation.

The employee's request must be approved for all vacations in advance of use. Approval of time off is subject to the needs of GetThru and approval by the employee's supervisor. Employees requesting use of Vacation Days should do so with as much notice as possible to allow for the company to plan around their absence.

Employees requesting one to three days of Vacation Days should submit the request to their supervisor at least seven days prior to the first day of the requested time off. For requests of three to ten days of Vacation Days, employees should submit their requests at least two weeks in advance. Vacation Days of more than ten days should be requested 30 days in advance.

All previously accrued vacation grant hours will not count towards max accrual caps.

On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his or her termination.

Sick Leave

For the inevitable times when employees or their family members fall ill, GetThru offers paid sick days. All employees will earn one hour of paid sick leave for every 30 hours they work. For all employees sick leave accrual will be capped at 72 total hours per year.

Paid Sick leave may be taken for personal illness, medical emergency, mental health, or disability. Eligible employees may also use sick leave to attend to an illness of a child, parent, spouse, or domestic partner of the employee, and the parents or children of a spouse or domestic partner. Additionally, hours absent for medical and dental appointments will be treated as paid sick leave. Sick leave must be taken by employees in increments of at least two hours.

Eligible employees will receive pay at their normal base rate for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances and will not receive any payment on sick leave upon termination.

Sick leave is earned from the first day of employment with GetThru and may be used immediately once it is accrued.

Sick Leave accruals may not exceed one full year of an employee's annual entitlement (72 hours). Once this maximum is reached, all further accruals will cease. Sick Leave accruals will recommence after the employee's accrued hours have dropped below the maximum cap.

Employees will not accrue sick leave during any unpaid leave of absence. Employees may not receive pay in lieu of sick leave while actively employed and upon separation of employment; accrued sick leave balances are not eligible for compensation.

Extended Medical Leave

An employee may take paid leave because of a serious health condition that makes the employee unable to perform the functions of their position or to provide extended medical care for a parent, spouse, domestic partner or child who has a serious health condition.

A serious health condition is defined as

- 1) a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care
- 2) a debilitating and chronic condition that requires continuing care by a licensed health care provider.

During any 12-month period, employees are eligible for up to a total of 12 weeks of leave for a serious health condition, of which two (2) of the weeks can be paid leave. The total available leave under this policy, including paid and unpaid leave, is 12 weeks. Employees may also take earned but unused sick days or accrued but unused vacation days at their discretion before or after leave taken under this policy. Employees may also be eligible for short- or long-term disability insurance per state and federal law.

GetThru will measure the 12-month period for this policy as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

Leave under this policy can be taken in increments of two-hour blocks. The leave does not have to be taken contiguously. With the understanding that serious health conditions can be unpredictable, employees should provide as much advance notice as possible to GetThru about when they plan to take leave under this policy.

An employee who needs to request Extended Medical Leave must notify the GetThru Human Resources Lead to request approval and coordinate coverage. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider before the employee is allowed to return to work.

Bereavement

Employees are entitled to take up to five consecutive paid days leave due to the death of a loved one. This is not limited to people that the employee shares a biological or legal relationship with. If employees desire more leave for mourning, they may use accrued but unused vacation time, earned but unused sick time, or request leave without pay. Employees taking bereavement leave are asked to notify their manager as soon as possible and indicate the number of days they expect to be absent. If an employee leaves work early on the day they are notified of the death, that day will not count as bereavement leave.

Parental Leave

To be eligible for this leave, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or domestic partner of the birth parent.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

The employee must provide their direct supervisor with notice of the request for GetThru parental leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

The amount of paid leave depends on whether the employee is the Primary or Secondary caregiver.

Primary caregivers must meet the requirements set forth above, and be caring for the new child for a majority of each regular business day during regular business hours. Eligible Primary Caregiver employees are entitled to receive full base pay for up to twelve (12) weeks. If the paid leave is not taken completely within the one month before or the 12 weeks immediately following the birth or physical placement for adoption/fostering of the child, other flexible

arrangements must be negotiated with management. Any unused paid parental leave will be forfeited at the end of one-year from the birth/adoption/placement of the child.

Secondary caregivers must meet the requirements set forth above and be caring for the new child on a part-time basis for less than 50% of each regular business day during regular business hours. Eligible Secondary Caregiver employees are entitled to receive full base pay for up to six (6) weeks. If the paid leave is not taken completely within the one month before or the six weeks immediately following the birth or physical placement for adoption/fostering of the child, other flexible arrangements must be negotiated with management. Any unused paid parental leave will be forfeited at the end of the one-year time frame.

If a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) that does not increase the total amount of GetThru paid or unpaid parental leave granted for that event. In addition, in no case will an employee receive more than the set amount of weeks of GetThru paid parental leave in a rolling 12-month period, regardless of whether there is more than one birth, adoption or foster care placement event during that 12-month period. Upon termination of the individual's employment at the company, they will not be paid for any unused paid parental leave for which they were eligible.

Disability due to pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on disability leave. Birth parents planning to take pregnancy disability leave should advise their supervisor as soon as they are comfortable doing so. Pregnancy disability leave usually begins when ordered by the employee's physician and can last up to 16 weeks. Pregnancy disability leave is in addition to GetThru parental leave, does not run concurrently with GetThru parental leave, and can be taken before birth, after birth, and in reasonable increments. The employee may be asked to provide GetThru with a certification from a health care provider. A physician's release may also be required for returns from leave.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 26: Company Profits Interests Equity Compensation

Each new full-time non-temporary GetThru employee shall be eligible to participate in the GetThru Profits Interest program on the same terms and conditions as non-represented employees, subject to the limitations below.

New employees will receive Profits Interests grants equivalent to at least 0.25% of the fully diluted value of the Holding Company after working at GetThru for 1 year. These new Profits Interest grants will come from an employee pool set aside for the purpose of ensuring that new employees receive equity without reducing the ownership of current employees. Management reserves the right to reduce or eliminate the 0.25% Profits Interest grant for new employees in order to manage the size of the employee pool.

The vesting schedule for new Profits Interest Equity for Profits Interest Equity grants is:

- 60% of the additional Profits Interest would vest over 4 years with a 1 year cliff. This means that the first year portion vests fully at the end of the first year. After that, vesting occurs monthly. This portion of the Profits Interest would also vest immediately upon a sale of the company.
- The remaining 40% of the additional profits interest will vest immediately upon a sale of the company.

GetThru will have the option to buy vested Profits Interest equity from employees who leave the company.

- This option will be for 90 days after the termination date of the employee.
- The company will use a third party to determine the value of the profits interest equity if it is purchasing them back from employees.

Current employees will receive new Profits Interest Equity for Profits Interest Equity grants upon the effective date of this Agreement.

- Current employees will not need to pay for the Profits Interest granted at the beginning of the program as they would have under the previous stock option program.
- Current employees who have vested stock options under the 2017 Stock Option Program will have the vested fully-diluted percentage of equity granted as Profits Interest at the time of transition to the new program.
- Current employees are also being granted additional Profits Interest equity as a part of this agreement and the additional equity will vest as described above.
- Vesting for newly granted Profits Interest Equity to current employees will begin on January 1, 2025.

- After issuance of Profits Interest Equity to current employees, the initial unallocated employee pool of Profits Interest Equity will be at least 20% of the company.

Acquiring Company Option

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Article 27: Profit Sharing

On an annual basis, in years where GetThru realizes net profit, the company shall set aside 10% of Net Income before income taxes for the purpose of profit sharing. The profit sharing pool shall be distributed equally to all current exempt employees who are employed on December 31 with GetThru, prorated for tenure within the calendar year in which the profit is made. Any hourly non-exempt employee employed on November 1 of any year will be provided the equivalent of one half share prorated on hours worked in that year as a percentage of 30 hours per week.

If GetThru is not profitable in any year, the profit share for the following year will be based on Net Income before income taxes over a two year period to make up for the loss in the previous year. This is in recognition of the fact that GetThru operates in two year cycles with most of its profits made in election years.

Profit sharing payments will be made by the end March in the year following the profit.

Employees who are terminated according to the Progressive Disciplinary Procedure Article between December 31 and the time of the profit sharing payment will not be eligible for the payment. This will not increase the size of the payments to other employees.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 28: 401K Retirement Plan

Employees are eligible to participate in GetThru's 401(k) Plan 90 days after the date of hire. Participating employees will be eligible for a GetThru matching contribution as of the first payroll period following their enrollment in the 401k Plan. Subject to applicable regulations, GetThru will match 100% of all employee salary deferrals up to 3% of compensation, and then a 50% match on the next 2% of compensation contributed to the 401k Plan. Participating employees are immediately vested in all contributions to the 401k Plan.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 29: Stipends

All stipends will reset at the beginning of the calendar year, except for the initial remote office equipment stipend which is a one time initial stipend. Unless otherwise specified, employees must submit receipts in order to receive reimbursement or matches for their expenses. Employees will be reimbursed within two pay periods from the time they submit their receipts for reimbursement.

GetThru will provide the following stipends to non-temporary, exempt, full time employees:

- Professional Development - The professional development stipend will be \$1,500 annually. Professional development is expected to provide value to the employee and the company. Manager approval is required for the use of professional development funds.
- Remote Office Equipment - New employees will receive a one time \$1,500 remote office equipment stipend and then an additional \$250 equipment stipend annually. Manager approval is required for the use of the remote office equipment stipends.
- Wellness Stipend - The Wellness stipend is \$1500 per year. Receipts may be required for reimbursement to demonstrate that the stipend is used for wellness. Taxes will be withheld from the wellness stipend because the IRS requires this to be a taxable benefit and treated as income to the employee. GetThru may choose whether or not to require receipts in administering the Wellness Stipend.

Charitable Contribution Matching

In years where there is a profit share according to the profit sharing article, the company will match up to \$1500 in charitable contributions made to qualifying non-profit organizations by each employee. If providing this match would make the company unprofitable, the charitable match will be spread evenly across employees until profit is zero over the 1 or 2 year period as described in the profit sharing article.

Acquiring Company Option

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Article 30: Healthcare, Dental, and Vision

- A. GetThru will provide employees with a health insurance plan that meets the requirements of the Affordable Care Act. Premiums for employees and their dependents will be paid 100% by GetThru for at least one available healthcare plan.
- B. Health insurance provided by GetThru will include benefits for transgender health care needs and abortion care needs available in the current health insurance plan. If a future GetThru health care plan does not cover one of these areas, the associated out-of-pocket expenses will be paid up to \$3,000 per calendar year by GetThru.
- C. GetThru will also provide access to vision and dental insurance for all Employees and dependents. Premiums for employees and dependents will be paid 100% by GetThru for a dental and a vision insurance plan.
- D. GetThru will provide the option for employees to enroll in an HSA or FSA account. Employees may contribute pre-tax income to a flexible spending account to pay qualified medical, dental and vision care expenses that are not covered by a health plan. Employees may also contribute pre-tax income to a dependent care flexible spending account for qualified expenses related to childcare and care for qualifying dependent adults who live in the employee's home.
- E. The plans identified above, and any related third party plan administrator ("TPA"), are subject to change, observing customary collective bargaining requirements including notice to the Union; however, any such change of plan or TPA will not be delayed during or because of bargaining, provided the benefits offered under the new plan are

substantially equivalent. In the event of a plan termination or benefit reduction, the parties shall observe customary collective bargaining requirements, which shall include prior notice to the Union.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 31: Life Insurance

GetThru will provide a \$50,000 life insurance policy for all full-time employees. GetThru will pay the premiums for all employees enrolled in the life insurance plan.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 32: Layoffs, Severance, and Recall

GetThru will select employees for layoff based on critical skills, qualifications, job performance, and experience as determined in the sole discretion of GetThru. Where these factors are substantially equal, seniority will be the deciding factor with the least senior bargaining unit employee laid off first. When seniority is the determining factor, layoffs shall be in the inverse order of seniority based on job title within the department, i.e., the last person hired shall be the first person laid off, according to the job title within the department.

Critical skills, as this term is used herein, are the skills necessary to successfully execute GetThru's strategic mission moving forward. Such skills may include, but are not limited to,

skills necessary for an employee to successfully perform their job duties in the current market, as well as to perform other tasks as may be assigned by GetThru now or in the future, and specialized knowledge and relationships developed specific to working with a particular client base or key customers.

An employee laid off not for cause will be entitled to three (3) weeks of paid severance at their current pay rate subject to execution of a general release in a form provided by GetThru and the employee complying with all employment and post-employment obligations contained therein and in applicable pre-hire agreements. An example of the general release is attached as Addendum A, and the parties agree that it may be amended from time to time to achieve the goal of a full and enforceable release of claims. Employees electing severance will receive an additional week of severance for every year of completed service, up to a maximum total of 6 weeks of severance.

Any employee who is laid off shall be placed on a recall list and shall be eligible for recall to the bargaining unit position from which they were laid off or to another open position for which the employee is qualified for a period of six (6) months. In the event of recall, the last employee laid off will be the first employee recalled provided, in the opinion of GetThru, that employee has the present skill and ability to perform the role. In the event of recall to a position for which nobody on the recall list previously performed the role, the order of recall will be based on how well, in the sole discretion of GetThru, the critical skills, qualifications, previous job performance, and experience of the employee match the needs of the available work. If an employee is offered a position and turns down the offer for recall, the employee shall be removed from the recall list. An employee who is rehired within eighteen (18) months of a layoff will be credited with their prior seniority.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 33: Expense Reimbursements

For expenses under \$100 employees should follow the existing company expense policy of submitting receipts with an expense report to be reimbursed. However, for approved reimbursable expenses over \$100 the employee may not be comfortable paying that expense out

of pocket and so may choose not to, at their discretion. The company may not mandate that an employee should pay that expense out of pocket and receive retroactive reimbursement.

Acquiring Company Option

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Article 34: Non-US Employees

GetThru will make every effort to ensure that employees who reside outside of the United States will receive comparable benefits and working conditions to those of bargaining unit members, with exceptions for benefits and regulations specific to their location. There may be circumstances where the logistics of international residence warrant adjustments to the benefits offered by GetThru (ie. health insurance plans, holiday schedules). In the case where benefits offered in the contract are not applicable in non-US countries GetThru will ensure an equal level of benefits is offered to the employee. Regular holiday schedules can be adjusted to match the national holidays of the employee's home country.

Acquiring Company Option

In the case that another entity acquires more than 75% of Toskr, Inc. DBA GetThru and this collective bargaining agreement continues to govern (whether by operation of law, adoption by the acquiring entity, or any other reason), then the policies described in this article may be unilaterally (a) modified by the acquiring company to align with an existing related company policy or practice, if any, or (b) terminated to align with the acquiring company's current policy or practice if no related company policy exists.

Article 35: Seniority

Seniority means the total number of days an employee worked at GetThru, whether that work was within or outside of the bargaining unit, and whether they worked continuously or during multiple employment periods. It includes all paid and all unpaid leave time less than six months.

Temporary employees or contractors who are hired to a non-temporary status shall have previous service credited for all purposes.

Article 36: Progressive Disciplinary Procedure

When dealing with job-related behavior and issues that do not meet expected and communicated performance standards, GetThru will use progressive discipline as a process of assisting the employee to understand that a performance problem or opportunity for improvement exists. All bargaining unit employees will be subject to a 6 month probationary where the terms of progressive discipline will not apply.

At every step of this process, bargaining unit members will be able to exercise their Weingarten rights. In other words, if the member feels that a meeting may result in disciplinary action, or affect their personal working conditions, they have the right to union representation, the right to consult with a representative prior to the meeting, and the right to not participate in the meeting until a representative is present. The representative may be a shop steward or a CWA business agent. If GetThru asks an employee to sign a document to acknowledge its receipt, an employee may indicate that they refused to sign, and such refusal alone will not subject the employee to discipline or further discipline. Any disciplinary meeting can be delayed no more than 5 days due to scheduling or other issues.

The principles of progressive discipline shall be followed except in extreme circumstances such as cases of sexual harassment, misconduct or assault; physical assault or other imminent threat to the health and safety of other employees; gross misconduct; theft or destruction of company or client property, including data; criminal, dishonest, or fraudulent activity; and/or breach of the confidentiality, conflict of interest, or intellectual property clauses in hire letters.

There are four (4) levels of progressive discipline used at GetThru, any one of which may be entered into, depending upon the circumstances and severity of the problem:

1. Verbal and Documented Verbal Warnings: The supervisor will help the employee develop a solution to improve performance to the appropriate level. Verbal warnings, if documented, will be presented to the employee by their supervisor.
2. First Written Warning: The employee will meet with their supervisor and will be presented with a written notice of corrective action a.k.a. written warning. A written warning is designed to make sure that the employee is fully aware of the misconduct or performance problem, including the degree of seriousness and the consequences to the employee, and to GetThru if applicable, if the problem is not corrected. The written warning will include specific goals and a time frame for employee improvement and maintaining / sustaining that improvement. A follow up date may be set as well to discuss

the employee's progress. Employees on written warnings are not eligible for promotions, transfers, or pay increases unless specifically approved by the CEO.

3. Second Written Warning: The employee will meet with their supervisor and will be presented with a second written notice of corrective action. The notice will include information on how the employee's performance continues to not meet expectations and will include specific goals and a time frame for employee improvement.
4. Termination: In cases of serious misconduct, immediate rather than progressive corrective action may be taken. Termination can result from a serious single offense, or it can be the final step in a process to correct a series of minor to moderate offenses, infractions, or deficiencies. It can also occur as the result of ongoing conduct that is inconsistent with GetThru policy

Addendum A

[Link to General Release Agreement referenced in Severance, Layoffs, and Recall](#)

DocuSigned by:

Decovan Rhem

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Decovan Rhem, President, CWA Local 9415

4/24/2025

Signature Date

Signed by:

Paul Klenk

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Paul Klenk, Interim CEO/CFO, GetThru

4/25/2025

Signature Date

