

**11/03/2023-Further Corrected**

**Collective Bargaining Agreement**  
**by and between the**  
**Communication Workers of America**  
**and**  
**Mobi, Inc.**

**October 1, 2023, through May 31, 2028**

## Table of Contents

Article 1: Parties to the Agreement <i>and Duration</i> .....	1
Article 2: Recognition .....	1
Article 3: Nondiscrimination .....	1
Article 4: Personnel Files.....	1
Article 5: Successors and Assigns.....	2
Article 6: Bulletin Boards .....	2
Article 7: Commitment to Union Labor .....	2
Article 8: Labor-Management Partnership Committee .....	2
Article 9: Union Security .....	3
Article 10: International Staff .....	5
Article 11: Work Rules .....	5
Article 12: Restorative Justice.....	6
Article 13: Subcontracting and Work Preservation.....	6
Article 14: Hours of Work.....	6
Article 15: Overtime .....	7
Article 16: Strategic Planning .....	8
Article 17: Working Conditions.....	9
Article 18: Lactation Accommodation.....	9
Article 19: Probationary Period.....	10
Article 20: Employee Feedback.....	10
Article 21: Problem Resolution .....	11
Article 22: Corrective Action .....	15
Article 23: No Strike, No Lockout .....	17

Article 24: Union Representation ..... 17

Article 25: Seniority ..... 19

Article 26: Job Postings, Hiring, and Transfers ..... 19

Article 27: Work From Home (*Remote Work*) ..... 20

Article 28: Management Rights ..... 21

Article 29: Safety Committee..... 22

Article 30: Wages ..... 23

Article 31: Supplementary Programs..... 24

Article 32: Medical, Dental, Vision Insurance ..... 25

Article 33: Retirement Plan ..... 26

Article 34: Dependent Care..... 26

Article 35: Leaves ..... 26

Article 36: Holidays..... 29

Article 37: *Paid Time Off ("PTO")/Vacation* ..... 29

Article 38: Savings, No Derogations..... 29

**Exhibits**

**Exhibit A Seniority Roster ..... 33**

**Exhibit B Wage Table(s) ..... 35**

**Exhibit C Vacation Accrual Chart..... 39**

## **Article 1: Parties to the Agreement and Duration**

This collective bargaining agreement (hereinafter, the “Agreement”) is entered into this **first day of October, 2023**, by and between Mobi, Inc. (hereinafter, “Mobi,” the “Employer,” **"Company"** or “Management”) and the Communications Workers of America (hereinafter, the “CWA” or the “Union”) **and shall remain in effect through May 31, 2028. Notice of intent to negotiate the terms of a successor Agreement may be provided by Mobi or CWA in the thirty (30) calendar day window between sixty (60) and ninety (90) days prior to the May 31, 2028, expiration date.**

## **Article 2: Recognition**

Mobi recognizes **CWA** as the exclusive collective bargaining representative in accordance with applicable labor law for all non-management employees of Mobi, excluding supervisory and confidential employees.

## **Article 3: Nondiscrimination**

Mobi and the Union agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related medical conditions, citizenship, military service and veteran status, arrest or conviction record, union and political affiliation and activity that does not otherwise conflict with the lawful mission and purpose of Mobi, and/or any other characteristic protected by state, provincial, or federal law or local ordinance.

## **Article 4: Personnel Files**

Employees have the right to inspect their personnel files at a mutually convenient time, consistent with the laws of the jurisdiction in which they work. Upon request of an employee, the Employer will provide a copy of the employee's file in paper and/or electronic format within a reasonable time not to exceed one (1) month from the date of the employee's request. Employees may also submit a written comment to be entered into their personnel file.

Employees may submit a written request to have disciplinary items older than twelve (12) months removed from their personnel file, with the exception of certain serious

disciplinary actions. Such disciplinary items older than four (4) years will be removed at the employee's request during the employee's annual review, although such records may be maintained by the Employer in a legal compliance file outside the employee's personnel file.

#### **Article 5: Successors and Assigns**

This Agreement will bind the signatories hereto, their successors and assigns.

#### **Article 6: Bulletin Boards**

The Employer shall provide the Union with access to a digital bulletin board or a physical bulletin board in break rooms on the Employer's property. Such bulletin boards are to be used for lawful Union purposes exclusively by the Union and its authorized representatives.

Union material shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

#### **Article 7: Commitment to Union Labor**

Mobi has a strong commitment to organized labor and the collective bargaining process. Hence, Mobi will give preference to unionized contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable local, state, provincial, or federal law.

#### **Article 8: Labor-Management Partnership Committee**

The Union and Employer agree to establish a Labor-Management Partnership Committee to discuss areas of concern for either party. It is not the intention of the Parties to renegotiate the terms of this Agreement, but rather an opportunity for the Parties to address concerns. The committee will meet no less than quarterly, unless mutually agreed upon. The meeting agenda will be mutually agreed upon by both Parties and the meeting will be co-facilitated by the Union and Employer. All bargaining unit employees will have the opportunity to attend this meeting. Following the Labor-Management Partnership Committee meeting, where a consensus is not reached on an agenda item, upon request by the Union, Mobi will provide a written response to any pending agenda items within twenty (20) business days.

The Labor-Management Partnership Committee is charged with making recommendations on behalf of the staff and constituents to the Chief Executive Officer in matters including, but not limited to, the following:

- Budget
- Provision of contract services for the organization
- Strategic and other planning
- Stores, offices, and remote employee work environment and conditions
- Policy changes that affect the Bargaining Unit or their workflow
- Sustainability-related issues
- Staffing opportunities and needs
- Supervisory practices and protocols
- Organizational culture issues, such as political education
- Identifying professional development opportunities and needs
- Feedback on organizational resource management, staffing and structures, calendaring, and/or operational matters.

#### **Article 9: Union Security**

Each bargaining unit 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 (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

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 (30th) 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 Mobi, and leaves of absence of more than one (1) month in duration.

#### **Payroll Deduction of Union Dues**

The Employer 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 Employer's normal payroll procedures.

If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so and after written notification to the employee (an email shall suffice). In case the accumulated amount exceeds the number of authorized deductions, the deductions shall be made in an ensuing payroll period, or periods at up to two (2) times the authorized amount until the accumulated amount is deducted for up to six months. After six (6) months, the employee shall pay the balance directly to the Union.

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. The Company is required to notify the Union, **CWA Local 9415, within 24 hours when an employee goes off payroll and dues are suspended or as soon as the Company and/or its PEO is able to do so, i.e., prior to the immediately following full pay period.**

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 full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four full weeks. If such temporary promotion or transfer exceeds this four-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.

The rate or amount of dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following formal notice from the Union, such change in dues rate or

amount will be deducted from bargaining unit employees' future wage payments in accordance with the Employer's regular payroll practice.

The Employer 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 the Employer to the Union for purposes of implementing this Article and how such information shall be transmitted. The information listed above will be taken from Employer 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.

The Union agrees to fully defend, indemnify, and hold Mobi and its PEO(s) harmless for any liabilities and costs it/they may incur as a result of any claims or grievances arising out of the performance of management's obligations under this Article.

#### **Article 10: International Staff**

In recognition of the Employer as a global organization with international bargaining unit staff who are members of CWA, the Employer will apply the provisions of this contract throughout the organization in a manner that reflects equitable treatment of staff, regardless of primary work location, consistent with their employment arrangement with Mobi, and subject to applicable law in their jurisdiction of primary residence. The Parties acknowledge that certain benefits vary by state, province, and/or country and that the Employer will work in good faith to apply and/or match the benefits to the best of its ability across the organization.

International staff shall contribute Union dues based on the services rendered by the Union, (e.g., collective bargaining, contract administration, and representation of employees in the bargaining unit) in the form of a dues deduction authorization card or form, signed by such staff. For each staff member who voluntarily executes this form, the Employer shall collect Union dues as well as fees, and assessments, if any, through payroll deduction following the provisions in **Article 9 - Union Security** **above**.

#### **Article 11: Work Rules**

Mobi retains the right to establish and revise reasonable work rules. If Mobi desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union will be given two (2) weeks advance notice of the proposed rule



change and be provided with an opportunity to meet and discuss impact to one or more members of the bargaining unit.

### **Article 12: Restorative Justice**

Mobi and the Union, through the Labor-Management Partnership Committee (and, where appropriate, facilitated by Mobi People + Culture), will work collaboratively to create a Restorative Justice process to engage in internal community-building to further promote mutual trust and respect, and to strengthen and reinforce a workplace culture that embraces restorative justice values and practices.

Nothing herein is intended to alter the processes or timelines for formal grievances pertaining to alleged collective bargaining agreement violations or arbitral discipline and termination matters to be submitted by either party under the existing grievance and arbitration provisions of this Agreement.

### **Article 13: Subcontracting and Work Preservation**

Both the Union and Employer are committed to prioritizing regular, full-time employment and career path positions at the Company. No contract workers will be hired to perform the work historically and customarily performed by employees in the bargaining unit in job classifications covered by this Agreement unless the Employer and Union agree that specific and/or compelling business reasons exist to hire temporary or contract workers to perform bargaining unit work.

If the Employer engages such temporary workers to perform work historically and customarily performed by employees in the bargaining unit, they will be included in the CWA bargaining unit, but may be released from employment at the end of their temporary assignment or contracted period without recourse to the grievance arbitration procedure.

### **Article 14: Hours of Work**

The Employer shall retain the right to establish or revise hours of work and operation for positions and locations.

Mobi management will prioritize work-life balance when assessing scheduling and resource needs and is committed to understanding and considering the needs of all Mobi team members in making scheduling decisions.

Mobi Care and Mobi Stores team members and other bargaining unit member hours are generally determined by management based on the expectations presented to the employee at the time of their hire and as modified from time to time thereafter based on the operational needs of the business.

### **Scheduling Feedback**

The Employer agrees to survey employees annually concerning their shift preferences and needs. Survey results and employee concerns regarding work hours may be discussed at the Labor-Management Partnership Committee meeting. Members of the bargaining unit agree to respect business needs and requirements and understand that they may be required to work shifts which may not meet their preferences.

### **Breaks**

Mobi respects all applicable laws, regulations, and ordinances with regard to meal and rest period breaks, and **the Company** will continue to provide reasonable additional time beyond the minimum statutory requirements.

### **Pilot Programs**

Mobi management agrees to pilot alternative scheduling, work week, and shift configurations proposed by the Labor-Management Partnership Committee, where reasonably feasible, in a manner that is equitable and meets business needs considering scheduling, scale, and resourcing requirements.

### **Article 15: Overtime**

#### **Non-exempt Employees**

Overtime in excess of ten **(10)** minutes immediately prior to or following the scheduled shift of an hourly/non-exempt employee must be authorized by the employee's immediate supervisor, manager, or shift manager, and be agreed to by the employee.

#### **Exempt Employees**

Salaried/exempt employees can offset hours worked in excess of their weekly schedule (that would otherwise normally be overtime for non-exempt/hourly employees) with time off in-lieu that is approved in advance by their immediate manager.

## **Article 16: Strategic Planning**

The Parties to this Agreement recognize the importance of shared strategic planning in the mission and success of a Company. In order to ensure that the needs and interests of the bargaining unit are represented in the strategic planning process, the following provisions shall apply:

### **Union Participation**

All Mobi team members shall be invited to participate in the strategic planning process, including the development of goals and objectives, and shall be provided with timely and relevant information to facilitate its participation. **Such invitation will be extended via the LMPC.**

### **Consultation**

Mobi management shall consult with the Mobi team on matters related to strategic planning that will significantly impact the bargaining unit, including but not limited to workforce planning and resource allocation.

### **Decision-Making**

The final decision on all matters related to strategic planning shall be made by Mobi management, which will continue to take into account the timely-expressed views and concerns of the Union.

### **Communication**

The Employer shall communicate the results of significant strategic planning processes and high-level Company updates to the Union and bargaining unit in a timely and transparent manner, ensuring that any information directly affecting the bargaining unit or their workflow is carefully considered.

### **Review**

The Parties may review any significant changes to the strategic plan of the Company during Labor-Management Partnership Committee meetings, which shall meet to discuss any changes or updates that will significantly impact the bargaining unit.

### **Dispute Resolution**

In the event of a dispute regarding the strategic planning process or its impact on the bargaining unit, the Parties shall discuss at the next Labor-Management Partnership Committee meeting. The recommendations of the LMPC shall not be subject to the grievance and arbitration procedures of this Agreement.

## **Article 17: Working Conditions**

### **On-Site Employees**

The Employer shall provide a safe and healthful workplace for all employees working on-site, including, but not limited to the provision of sufficient working space with adequate lighting, ventilation, office equipment that meets ergonomic standards, and ready access to a restroom.

### **Remote Employees**

The Company Remote Work Policy shall remain in effect. The policy generally governs the responsibilities of the Employer and employee with regard to work from home requirements, equipment, and respective obligations. The Employer will provide and maintain Company-owned equipment necessary to perform job duties, including, but not limited to: a notebook computer and charger, external monitor, external keyboard, external mouse or trackpad, audio headset, and any cables and accessories needed to connect their equipment.

## **Article 18: Lactation Accommodation**

The Union and Mobi support the right of nursing persons to express breast milk during work hours. All employees who are nursing shall have an additional two 15-minute paid breaks to express milk or to breastfeed their visiting infants. The employee shall work with their manager, should more breaks be needed.

The Employer shall establish, maintain, and observe a lactation accommodation policy that complies with applicable law, and shall update that policy to address any changes in the law.

All claims of violations of the obligations under this section shall be subject to the grievance and arbitration procedure, as the sole and exclusive remedy to the extent allowable by law.

With reasonable notice of need, at each store location Mobi shall provide a room that can be used for lactation that is not a bathroom, and that is in proximity to the employee work area, shielded from view, and free from intrusion while the employee is lactating. The room shall contain a place to sit, a surface to place a breast pump and personal items, and electricity or an alternative device (e.g., extension cords, charging stations) that may be needed to operate an electric or battery-powered breast pump.

Access to a sink with running water and a refrigerator suitable for storing milk shall be provided to the employee. If a multipurpose room is used for lactation and other uses, lactation will take precedence over the other uses.

### **Article 19: Probationary Period**

Mobi is committed to the success of its employees and team. The standard probationary period for new-hire employees is six (6) months. Immediate managers and their new-hire direct reports will collaborate on onboarding and probationary performance assessment plans at regular intervals during the employee probationary period. Probationary employees may be terminated without recourse to arbitration.

### **Article 20: Employee Feedback**

The Employer agrees to solicit annual feedback from all employees. Any feedback shared will be considered anonymous by the Employer to the extent permitted by applicable law, regulation, or ordinance. The form will include opportunities for the employee to share both specific feedback on relevant topics (Company, leadership, strategy, initiatives, etc.), as well as general feedback with regard to the immediate manager and department of the employee. Once completed, feedback will go directly to Mobi People + Culture, which will disseminate the results of such feedback to immediate managers and leadership.

#### **Ongoing Suggestions**

The Employer agrees to provide a digital mechanism where any team member can anonymously provide general feedback or suggestions at any point throughout the year.

#### **Compliance**

Notwithstanding the above, compliance concerns shared through any anonymous feedback channel, or specifically through designated compliance reporting procedures, will be handled by Mobi People + Culture and leadership as necessary to protect Mobi team members and the Company while giving consideration to the privacy of any reporting or involved individuals.

## **Article 21: Problem Resolution**

The Employer and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances.

### **Request for Union Representation**

The Employer shall release the appropriate Mobi-employed Union representative, who will be the Employer's initial point of contact, from their regular work duties for the purposes of this grievance / problem resolution procedure.

At any meeting between a manager, or representative of the Employer, and an employee where a formal level of discipline may be imposed, or in an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present unless the employee explicitly declines Union representation. To the extent practicable, the employee and the Union will be informed in advance by the Employer of the subject of any meeting involving any level of discipline or any investigatory interview that may result in any for level of discipline. The Union representative and the employee shall be allowed at least two (2) business days to consult prior to the meeting, if requested by the employee and / or the Union.

### **Communication and Problem-Solving**

When a Union representative identifies an issue or dispute in the workplace that is related to the Parties' relationship under this Agreement, they will interact / communicate with the appropriate representative of the Employer at the earliest practicable time to help the Parties resolve the problem(s) at the lowest possible level.

### **Union Presentation of Problems / Grievances**

This grievance / problem resolution procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes. The Employer and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest possible level. The presentation of a formal grievance must be made in writing and must be presented to the Employer within seven (7) calendar days from the first occurrence of the action (or omission) or within seven (7) calendar days from the date of discovery.

## **Grievance Procedure**

During the processing of grievances at Step I and Step II, and in arbitration if that becomes necessary, the Employer will deal with the Union representative, not the grievant unless the grievant has declined Union representation.

### **Grievance Procedure - Step I**

An employee may initially present their grievance to a Union representative. A grievance is not at the first step, Step I, until it has been presented to an authorized representative of the Employer. At Step I, the grievance will be presented to the employee's immediate supervisor or, if appropriate, the manager who took or approved the action that the employee and Union consider to be a violation of the Parties' Agreement.

#### **Step I Grievances will be processed as follows:**

Prior to the Step I grievance meeting, the Union will present the grievance in writing to the Employer, including the nature of the grievance; the date of the occurrence(s); the Agreement article(s)/section(s) alleged to have been violated, the name of the grievant, and the remedy sought.

The Employer will provide the Union with the information and/or reasons it used or relied upon as a basis for the action (or omission) no later than seven (7) calendar days following presentation of the Step I Grievance.

The Employer will hold the Step I grievance meeting within ten seven (7) calendar days following presentation of a timely formal grievance. A paid Union representative designated by the Union may attend this meeting. The Employer will inform the Union of the organization's position and rationale for its action or decision at the conclusion of the Step I Grievance meeting.

### **Grievance Procedure - Step II**

If the grievance is not resolved at Step I, it may be escalated by the Union to Step II. A Step II Grievance will be presented to Mobi People + Culture.

#### **Step II Grievances will be processed as follows:**

Prior to the Step II Grievance meeting, the Union will notify the Employer in writing of its intent to escalate a Step I grievance to Step II, and the Union must do so within seven (7) calendar days of the conclusion of the Step I Grievance meeting referenced above.

Upon timely escalation of the grievance to Step II, the Employer will hold the Step II Grievance meeting within seven (7) calendar days of receipt of the Union's written intent to escalate the grievance to Step II. A paid Union representative designated by the Union may attend this meeting.

Following the Step II Grievance meeting, but no later than seven (7) calendar days after the Step II meeting, the Employer will inform the Union in writing of Mobi's Step II decision.

### **Sharing Information**

During the processing of Step I and Step II 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 to resolve the matter and/or to take the grievance to arbitration. 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.

### **Mediation**

Prior to any arbitration, by mutual agreement the Parties, they may elect to engage in mediation. By mutual agreement, the Parties they may also request that the arbitrator selected for a particular grievance serve as a mediator (a.k.a. med./arb.).

### **Arbitration and Mediation Procedures**

Arbitration/mediation cases should be minimal due to effective use of the Grievance / Problem Resolution Procedures outlined here.

If the Union is not satisfied with the Employer's decision at the final meeting in the grievance procedure, the Union may request that the grievance be submitted to final and binding arbitration.

A list of arbitrators will be requested by mutual agreement of the Parties for hearing arbitration cases. Upon receipt of the Union's timely written intent to arbitrate, the case will be assigned to an available arbitrator. The Parties agree that they will obtain a list of labor arbitrators from the National Academy of Arbitration (NAA), American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or any other mutually agreed upon agency or service for this purpose.



The first day of the arbitration will be held within three (3) months from the date of the Union's timely written notification of its intent to arbitrate the grievance. If an arbitrator notifies the Parties that they are unable to accept a case, the case will be referred to the next available arbitrator on the list received by the Parties from the agency or service. If the next arbitrator cannot provide a hearing date within said three (3) month time frame, the Parties shall proceed through the remaining listed arbitrators, until a hearing date can be scheduled ideally within said three (3) month timeframe of this section.

The designated representatives of the Employer and the Union shall promptly agree on a hearing date after securing available hearing dates from the arbitrator. The Parties shall schedule the hearing in accordance with customary procedures. If the Parties cannot agree on a proposed hearing date, then the Arbitrator selected by the Parties' mutual agreement shall be empowered to schedule the opening date for hearing within the three (3) month timeframe outlined above.

The fees and costs of mediation/arbitration, including the Arbitrator's per diem, scheduling and / or cancellation fees shall be shared equally between the Parties. Any legal fees and costs, the per diem or fees of any stenographer, and any transcript fees and costs shall be paid by the party incurring them.

The Arbitrator shall have no authority to add to, subtract from, otherwise modify, or ignore the lawful provisions of the Parties' Agreement. In termination cases involving non-probationary bargaining unit employees, if the arbitrator agrees that the termination was in breach of this Agreement, then customary arbitration remedies shall be available.

The Arbitrator will render a decision within forty-five (45) calendar days from the date the matter is submitted for decision, e.g., after the Parties' submission of post-hearing briefs after the close of hearing.

All decisions within the jurisdiction of the Arbitrator under this Agreement and as agreed upon at hearing will be final and binding on all Parties.

### **Dismissals**

The Employer agrees that no non-probationary bargaining unit employee will be dismissed without "just cause" as the term is customarily applied in labor-management relations. See, e.g., Robert's Dictionary of Industrial Relations. When it is

necessary to dismiss an employee, the employee must be paid their earned wages in full at the time of dismissal, including any accrued, unused vacation.

### **Extended Timelines**

The timelines of the Parties' grievance / problem resolution procedure outlined above may be extended by mutual agreement of the Union and the Employer. However, in the event that a grievance is dormant for a period of thirty (30) calendar days or more beyond any particular step, the grievance will be deemed withdrawn unless the delay in processing the grievance is due to circumstances out of the complainants' control. If the delay is due to the inaction of the Employer and the grievance is moved to arbitration by the Union, then the Employer will pay the costs of arbitration, excluding attorney fees.

### **Article 22: Corrective Action**

The Employer will use progressive discipline as a process of assisting the employee to understand that a performance problem or opportunity for improvement exists. At every step of this process, the Employer will involve a Union representative unless the employee explicitly declines Union representation. The Union representative may be a shop steward or a CWA business agent.

Bargaining unit members will be able to exercise their Weingarten rights. In other words, if a bargaining unit employee feels that a meeting with Mobi management may result in disciplinary action, or affect their personal working conditions, they have the right to:

- Union representation;
- Consultation with a Union representative prior to the meeting; and
- To not participate in the meeting until a Union representative can be present.

If the Employer asks an employee to sign a document to acknowledge its receipt, an employee may refuse to sign, and such refusal alone will not subject the employee to discipline or further discipline.

The Parties agree that there are basically five (5) escalating levels of progressive discipline used by the Employer, any one of which may be entered into, depending upon the circumstances and severity of the problem:

**1. Employee Counseling.** When an employee is trending toward disciplinary action for job performance, the Employer will involve the Union and solicit its input and assistance, as outlined here, unless the employee specifically declines to involve the Union. The designated representative of the Employer and the Union representative will work jointly, in a timely manner, to identify the performance issue(s) and work collaboratively with the employee to strive toward eliminating the cause of the employee's issue(s), if possible. Nothing herein shall be construed to prevent the Employer from immediately initiating verbal counseling without the Union being present.

The Parties' mutual goal is to identify the issue(s), inform the employee about the same, and develop reasonable, cost-effective strategies to prevent the issue(s) from recurring, or to eliminate the issue(s), i.e., if such is within the control or influence of the Parties in their respective roles as Employer and labor organization.

The employee will be counseled by their immediate supervisor in an effort to eliminate possible misunderstandings and to identify what constitutes good performance.

It is understood that issues that do not involve interpretation of the express provisions of the Parties' Agreement shall not be subject to final and binding arbitration.

**2. 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 and/or the People + Culture Manager, ideally with a Union representative present, unless the employee declines such representation. Documented verbal warnings will be removed from the team member's record after one year.

**3. Written and Final Warnings.** The employee will meet with their supervisor and will be presented with a written notice of corrective action a.k.a. a written warning. A written warning is designed to make sure that the employee is fully aware of the misconduct or performance issue, including the degree of seriousness and the consequences for the employee. The written warning will include specific goals and a time frame for the employee's improvement and maintaining / sustaining that improvement. A follow-up will be set as well to discuss the employee's progress. A final warning may be issued prior to termination for the same type of misconduct or performance deficiency.

**4. Suspension.** In the event that counseling, verbal and written warnings have not brought about a behavioral or performance improvement, an employee may be suspended without pay.

The Union must be notified immediately when an employee is being suspended. The Union will also be informed when an investigation is being opened concerning a bargaining unit employee(s), and the Employer will keep the Union informed throughout the investigation.

**5. Termination.** In some cases, serious misconduct may result in termination with or without progressive discipline. Serious misconduct includes, but is not limited to theft, harassment, and violence. In a case of serious misconduct, an employee may be sent home immediately, but shall not be terminated without an investigation and written notice.

Termination may also be the final step in a process to correct a series of minor to moderate offenses, infractions, or deficiencies, if the team member has been previously warned of this consequence during counseling, verbal and written warnings, and has not taken the appropriate action to correct their behavior/performance. Probationary employees may be terminated without recourse to arbitration.

#### **Article 23: No Strike, No Lockout**

During the life of this Agreement, neither CWA nor its members, or agents, or representatives, or employees shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike or other work stoppage in connection with a labor dispute with or involving Mobi.

The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

The Employer recognizes that its employees have fundamental and legally protected rights to organize and collectively bargain and will not discriminate against its employees for their decision to honor another labor organization's picket line.

#### **Article 24: Union Representation**

Mobi and the Union recognize that it is in the best interests of the Parties, the employees, and the public that all dealings between them continue to be characterized

by mutual responsibility and respect. To ensure that this relationship continues and improves, Mobi and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit. Each party shall bring to the attention of all employees in the bargaining unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Employer will notify the Union monthly of new employees entering the bargaining unit and of current employees who have been transferred or released. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the Parties and the Union's status as exclusive representative of those employees in the bargaining unit. The Union Representative shall suffer no loss in wages for time spent while in the meeting.

The Union will keep Mobi fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

The Employer may allow the Union to display CWA shield logos, as provided by the Union, in mutually agreed to Employer owned retail locations. The reasonable cost of such placement will be shared equally by the Union and the Company.

At any meeting between a representative of Mobi and an employee in which discipline is being considered or is a reasonable possibility (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge), a Union representative may be present if the employee so requests. In addition to these *Weingarten* rights, a Union representative may be present at the request of an employee for issuance of any discipline by management. Time spent in such a meeting shall be considered work time.

Union representatives may request a reasonable amount of time off without pay for Union activities and will endeavor to request time off in writing to the Union representative's supervisor at least two (2) weeks in advance, wherever possible. The Employer will endeavor to accommodate the request consistent with business needs. The period of such time off shall not have an impact on the Union representative's seniority.

Reasonable time to engage in formal negotiations for subsequent collective bargaining agreements shall not be considered time off.

## **Article 25: Seniority**

Seniority shall be measured by the total length of employment with Mobi, its predecessors, or their affiliates. Temporary employees who are hired into regular part-time or full-time positions shall have their prior temporary service credited for all purposes. Involuntarily furloughed employees shall have their time on furlough credited by the Employer for all purposes. **(See Exhibit A hereto.)**

When a rehired employee has had a prior position with Mobi within the last two (2) years and left employment, the employee can notify the Employer of their right to have their prior total seniority credited and have it bridged with their current seniority, consistent with any break-in-service rules contained in the Employer's benefit plan documents. Between this Agreement and the benefit plan documents, the benefit plan documents shall be controlling.

When a rehired employee returns after two (2) years of lapsed employment with Mobi, the employee can notify the Employer of their right to have their prior total seniority credited and have it bridged with their current seniority after five (5) years of service of their current employment, consistent with any break-in-service rules contained in the Employer's benefit plan documents. Between this Agreement and the benefit plan documents, the benefit plan documents shall be controlling.

## **Article 26: Job Postings, Hiring, and Transfers**

### **Job Postings**

The Employer agrees to post new and open bargaining unit positions for two (2) weeks before posting such positions outside of Mobi, depending on the operational needs of the Employer. A comprehensive job description will be included by management with such postings.

### **Hiring Decisions**

The Employer shall hire in its sole discretion. The Employer's hiring decisions shall not be subject to the grievance and arbitration provision of this Agreement.

### **Hiring Process**

The Employer agrees to maintain its practice of allowing/inviting incumbent non-supervisory staff to participate in the interview process and provide their observations/feedback to the Employer.

### **Scoring System and Seniority**

The Employer shall continue to use its current candidate grading/scoring system, also taking seniority into consideration. Seniority, however, shall not be the sole determining factor in the Employer's decision-making process. Seniority for the purposes of filling bargaining unit positions shall be measured by the total length of employment with the Employer, its predecessors, or their affiliates.

### **Requested Feedback**

In the event that an incumbent bargaining unit employee is unsuccessful in the hiring process, upon the employee's request, the Employer will provide written constructive feedback. The Employer commits to working with the employee to help them improve in the areas indicated during any follow-up feedback sessions.

### **Transfers**

Any roles subject to collective bargaining will be posted first for internal transfers prior to being posted for internal or external promotions or hiring. Employees may transfer to lateral, open positions in different store locations or time zones, depending on the operational needs of the Employer. Any part-time employee seeking to transfer to a full-time role, or any employee seeking to make a lateral location or time zone transfer who submits their transfer request prior to the internal transfer request deadline for the position shall have priority over other internal promotions or external hiring.

### **Article 27: Work From Home (Remote Work)**

The Employer may hire fully work from home employees under its Remote Work Policy as amended and may also approve requests for non-remote employees to work from home, subject to business needs and the employee's job requirements. The Employer agrees to provide notice to the Union of any changes in Work from Home policies and forms, and allow the Union to discuss and confer about the same. Work from Home employees must meet all obligations and requirements of the Work from Home policies and agreement.

Work from Home employees may work remotely temporarily from locations other than their home, provided that they continue to meet all obligations and requirements of the

Work from Home policies and agreement and remain compliant with any applicable local laws, regulations, and ordinances. To request an extension of a temporary stay, the employee must notify their immediate manager and Mobi People + Culture of the location and expected duration of their extended stay and ensure that their continued remote work is compliant with any applicable local laws, regulations, and ordinances.

If Mobi believes or becomes aware that such extended work arrangements will be or have become noncompliant with local laws, regulations, or ordinances, it may deny the extended stay request or require the employee to return to the approved Work from Home location to continue their employment. Each request will be considered individually, and will not be impacted by the outcome of a prior request. Work from Home or other employees that have been approved for a temporary extended stay at a location other than their home, must continue to meet all obligations and requirements of the Work from Home policies and agreement.

### **Article 28: Management Rights**

Mobi retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Mobi, except as limited, delegated, or deleted by this Agreement include:

To determine Mobi's mission, vision, goals and strategy, and the type and scope of business it engages in and work it performs;

To manage Mobi's operations, including management and control of its departments, programs, buildings, facilities, equipment, and public relations, and to acquire, create, change, combine, or eliminate such programs and facilities, in whole or in part, including discontinuing work for economic, operational, or other lawful reasons;

To hire, supervise, evaluate, promote, layoff, suspend, investigate, counsel, discipline and/or discharge employees for cause; and to increase or decrease the workforce, and determine staffing patterns and levels and the number of employees needed; and

To direct the work force, determine assignments of work, establish work standards, schedules of operations, goals and objectives for Mobi employees' performance; to determine working hours, shifts, and days off, and to specify or assign overtime.



The exercise of the foregoing powers, rights, duties, and responsibilities by Mobi and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of Mobi except as limited by the specific terms of this Agreement.

Mobi's failure to exercise any right, prerogative, or function hereby reserved to it or Mobi's exercise of any such right, prerogative, or function in a particular way, shall not constitute a waiver of Mobi's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **Article 29: Safety Committee**

The Employer shall allow volunteer members of the Safety Committee to meet quarterly and discuss safety concerns and initiatives, including but not limited to:

- Ergonomic recommendations
- Posture
- Proper lighting
- Personal protective equipment, including protective eyewear, face masks, hand sanitizer, gloves, etc.
- Safe audio settings
- Stretching and movement for office workers
- Office air quality
- Equipment safety
- Fire safety
- Emergency/disaster preparedness
- Managing stress
- Maintaining mental health
- Fostering a virtual safe space

The Safety Committee shall be made up of volunteers from the remote team, stores, management, and members of executive leadership. Meeting days and times will be posted at least two weeks in advance to allow Mobi time to make adjustments for floor coverage.

The Employer agrees to allow customer-facing team members project time to work on Safety Committee initiatives when floor coverage allows. Initiatives could include, but are not limited to:

- Researching safety topics
- Surveying team members on safety concerns
- Constructing safety newsletters, pamphlets, checklists, announcements, or reminders

### **Article 30: Wages**

Mobi agrees to review employee wages annually and is committed to offering competitive wages, based on telecommunications industry standards, position-specific standards, regional cost of living, and annual inflation rates. **(See Exhibit B hereto.)**

#### **Ratification Wage Increase**

Effective in the first full pay period as soon as is practical after Mobi receives notice of ratification from the Union, Mobi will grant a wage increase of 2.5% for all employees in the bargaining unit.

#### **Annual Merit and Performance-Based Wage Increases**

Mobi provides discretionary wage increases up to 5% based on merit, subject to Company performance and operational considerations.

#### **Annual Cost of Living Adjustment**

Mobi agrees to provide an annual cost of living adjustment subject to Company performance and operational considerations. This increase will be determined by Mobi using common regional inflation benchmarks percentage growth from June to June of the current and prior calendar year. Mobi agrees that this adjustment will not fall below 2.5% and generally would not be expected to exceed 5% in typical economic conditions. Mobi will notify each bargaining unit employee and the Union of the amount of the cost-of-living adjustment.

#### **Adjustment to Market**

Mobi may make adjustments to salaries, individually or as a group, where it is deemed appropriate due to factors that include: pay equity considerations, regional cost of living variations, exceptional performance that would not be recognized adequately by the current salary, market rates, inflation, or other economic factors.

### **Changed Conditions and Organizational Priorities**

Mobi will notify the Union of any significant change in organizational priorities that would be expected to lead to changes in annual merit and performance-based wage increases or annual cost of living adjustment. Before any changes that could be expected to affect the bargaining unit are made, Mobi and the Union will enter into effects bargaining.

### **Language Differential**

Mobi provides a language differential of 5% for employees who are required to use more than one language in the normal course of their work at Mobi.

## **Article 31: Supplementary Programs**

### **Home Office**

Mobi will continue to provide an initial and periodic subsidy to each remote employee for improving their home office and for reasonable office supplies required for the successful completion of their work. Mobi may adjust the amount of this subsidy in each country or region from time to time, with notice to the Union.

### **Internet Connectivity**

Mobi will continue to provide remote employees with a reimbursement to cover a portion of their Internet connectivity at home. Mobi may adjust the amount of this subsidy in each country or region from time to time, with notice to the Union.

### **Transportation**

Mobi will continue to provide non-remote employees with a reimbursement to cover a portion of their cost to commute to their designated workplace. Mobi may adjust the amount of this subsidy in each country or region from time to time, with notice to the Union.

To receive this benefit, the employee must be actively employed (not on leave) and working regularly at a designated Mobi workplace. The Employer will provide for rideshare services or for public transit either through programs that cover passes in advance or through advance reimbursement.

### **Tuition Assistance**

Mobi will continue to reimburse eligible tuition expenses, including books, for approved post-secondary courses leading to a certificate, diploma, or degree at an accredited postsecondary institution in accordance with the existing policies and

procedures in place, which vary depending on country, region, and/or payroll provider. Mobi may adjust the amount of this subsidy in each country or region from time to time, with notice to the Union.

Any request for tuition assistance reimbursement must be initiated by the employee and be approved by the immediate manager of the employee. Employees must submit all administrative documentation, proof of enrollment, and proof of tuition fees upon submission with their applications.

Training and continuing education that is considered to be a benefit to the employee's employment at the Company is considered a benefit to the Company, and therefore is not considered a taxable benefit. That means this program is not a taxable benefit to employees, and cannot be claimed as a tax credit by the individual employee. Unless otherwise required by law or regulation, benefits from this program will not be included in the employee's reported income or tax slip.

All permanent employees that have completed at least one (1) year of continuous employment with the Company by the first day of the academic session for which the tuition assistance is awarded are eligible to apply for the program. Employees are expected to remain employed at the Company for at least one (1) year following the completion of their studies. If an employee voluntarily leaves the Company within one year of completion, they will be required to repay the tuition assistance on a prorated basis.

### **Student Loan Assistance**

Mobi agrees to explore a Student Loan Assistance program, where the employee is not already eligible for any existing programs in their jurisdiction. This program will be developed by the Labor-Management Partnership Committee and implemented by Mobi People + Culture. Mobi may adjust the details, policies, and procedures of this program across each country or region from time to time, with prior notice to the Union and allowing the Union the opportunity to confer, if requested by either party.

### **Article 32: Medical, Dental, Vision Insurance**

#### **Employer Commitment**

Mobi is committed to offering competitive coverages and agrees to review its benefit offerings across each jurisdiction with the Union annually prior to open enrollment.

Mobi is committed to covering the benefit premiums for each eligible employee and their eligible dependents, subject to limitations or requirements of the health plans and regulations in each jurisdiction.

Where Mobi is provided advance notice by the health plan providers or payroll partners, the Employer will thereafter notify employees and the Union as soon as is practical, should any changes be made to insurance policies or coverage. Where possible, Mobi will provide at least thirty (30) calendar days' notice in advance of the implementation of any change.

### **Supplementary health benefits**

Mobi provides group supplemental coverages to its employees, which are available to eligible employees and their eligible dependents.

### **Article 33: Retirement Plan**

**Effective in the new calendar/plan year, January 1, 2024,** Mobi will fund a match of up to 6% of an employee's annual salary in accordance with the existing policies and procedures in place, which vary depending on country, region, and/or payroll provider. Benefits under the Mobi 401(k) Plan will be provided in accordance with the terms of its plan document and applicable law governing qualified retirement plans (or the like in the region or jurisdiction in which the employees work, if outside the United States).

### **Article 34: Dependent Care**

Mobi agrees to implement a dependent care assistance program, where the employee is not already eligible for any existing programs in their jurisdiction. This program will be developed by the Labor-Management Partnership Committee and implemented by Mobi People + Culture. Mobi may adjust the details, policies, and procedures of this program across each country or region from time to time, with prior notice to the Union and allowing the Union the opportunity to confer if requested.

### **Article 35: Leaves**

#### **Sick Leave**

Sick leave is paid time away from work due to personal illness or injury or the illness of a child, parent, spouse, domestic partner, or child or parent of a spouse or domestic partner. Employees, in their first year of employment, will receive prorated sick days based on their start date. In subsequent years, a full-time employee will receive 120

sick hours as of January 1. Part-time employees will receive prorated sick days, based upon their part-time hours as agreed upon their original work contract, and subsequent accrual rate.

Unused sick leave hours will not roll over to the next year and will not be paid out. A new allotment will be provided at the beginning of every year. An employee that expects to exceed their allocated sick leave time should discuss their options with People + Culture.

### **Parental Leave**

All employees will receive paid leave for the birth or adoption of a child. To receive this benefit, an employee must take the paid leave within the time period required by the public or private plan in their jurisdiction following the birth or adoption of a child, which in any event would not exceed twelve months. Mobi will offer a salary top-up plan that is compatible with the existing public or private parental leave plans in each jurisdiction where it operates, such that it will top up any existing eligible parental leave benefit to 100% of the employee's pre-leave pay for up to twenty (20) weeks.

An employee that expects to exceed their allocated parental leave time should discuss their options with People + Culture. Once parental leave has been exhausted, employees may request a temporary adjustment in their work schedule, which may include reduced hours (and any commensurate change in rate of pay for the period of reduced hours), other mutually agreed upon accommodations, etc.

### **Bereavement**

In the event of the death of a member of an employee's family, the employee will have up to ten (10) days paid leave for an immediate family member, and up to five (5) days paid leave for an extended family member, per year. An immediate family member includes a spouse or domestic partner, child, parent or parent-in-law, guardian, sibling, grandchild, grandparent or grandparent-in-law, common-law spouses and their children, stepparents, stepchildren, and stepsiblings. An extended family member includes sister-in-law, brother-in-law, niece, nephew, son-in-law, daughter-in-law, and close friends.

### **Graduation**

Employees will have up to three (3) days of paid leave for the celebration of the completion of their postsecondary education. To receive this benefit, the employee

must complete a program that results in a degree/diploma, and take the paid leave within three (3) months of the event.

### **Marriage And Civil Unions**

In celebration of a union between an employee and their partner, the employee will receive three (3) days of paid leave. The employee must take the paid leave within six months of the event.

### **You Day**

An employee, regardless of belief, may receive this benefit. This benefit allows an employee paid time off to celebrate their You Day or birthday. An employee will receive one (1) full day of paid leave on any day of their choosing within the week of the employee's You Day or birthday, pending manager approval.

### **Buying a New Home**

Employees will have three (3) days of paid leave when purchasing a new home. The employee must take the paid leave within six (6) months of the event.

### **Sabbatical**

Mobi grants up to one (1) weeks of paid leave to eligible employees with five (5) years of service, subject to Mobi approval and operational considerations.

Mobi grants up to one (1) month of paid leave to eligible employees with ten (10) years of service, subject to Mobi approval and operational considerations.

Sabbatical leave must be arranged with at least three (3) months of notice in advance, starting with the employee's application for sabbatical through the employee's immediate manager, and requires the approval of People + Culture. It is expected that employees will return at the end of the sabbatical leave. Employees returning from sabbatical leave will be reinstated to the same position. All benefits will continue as is during sabbatical leave.

Eligible employees may apply for their respective sabbatical leave period once every five or ten years, or subsequently, from their date of hire or their prior sabbatical leaves. No carry-over of shortened sabbatical leaves, stacking of sequential sabbatical leaves, or payout of sabbatical leave time monetarily is permitted; notwithstanding the foregoing, eligible employees ***with available vacation*** may combine that with their sabbatical paid leave time, again, subject to Mobi approval and operational considerations.

### **Article 36: Holidays**

The Employer will pay double-time-and-a-half to all hourly employees who are scheduled to work during the statutory holidays that Mobi recognizes in their region. The Employer will pay an employee's normal rate of pay to all employees who are not scheduled to work on a statutory holiday recognized by the Company.

The Employer will continue to provide time-off-in-lieu to eligible exempt employees that are scheduled or need to work statutory holidays for operational or other needs.

The Employer also agrees to offer two (2) floating paid holidays, which cannot be rolled over or paid out, if not used.

The Employer may occasionally make changes to its holiday schedule, upon notice to the Union, whereupon the Union may request Effects Bargaining with regard to the changes.

### **Article 37: Vacation**

The Employer agrees to offer each employee vacation depending on their length of service. Upon hire, bargaining unit employees will receive a base of fifteen (15) days of paid vacation, prorated during their first year based on their start date. In each subsequent calendar year of employment, the employee will accrue one and a quarter (1.25) additional day of vacation. **(See Exhibit C hereto.)**

At the end of the year, eligible unused vacation hours will be carried over to the next year. The number of eligible vacation hours that can be carried over will depend on local labor laws governing Mobi's payroll provider; vacation hours that are not eligible for carry-over will not be paid out or carried over, and will be forfeited. Part-time employees will receive a prorated amount of vacation, based on their part-time hours and subsequent hourly accrual rate, as well as their length of service.

### **Article 38: Savings, No Derogations**

If any provision of this Agreement is determined to be illegal or invalid by a court of competent jurisdiction, labor arbitrator selected by the Parties, or as the result of any good faith formal legal opinion based on applicable local, state, provincial, or federal law, and only that provision of this Agreement will be deemed 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.




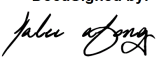




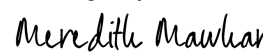

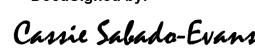



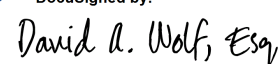
**Exhibits**

Exhibit A Seniority Roster

Exhibit B Wage Table(s)

Exhibit C Vacation Accrual Chart

**2023 Bargaining Committees' Approval**

CWA Bargaining Committee	Mobi, Inc. Bargaining Committee
<p>DocuSigned by:                        2AFES7A0E4E3436...</p>	
<p>Jason Montgomery, Secretary / Treasurer                      CWA Local 9415</p>	<p>Justen Burdette, President and CEO</p>
<p>DocuSigned by:                        B87ECF416099430...</p>	<p>DocuSigned by:                        D629411574B14D5...</p>
<p>Ivalyn Kawamae</p>	<p>Chi Nguyen</p>
<p>DocuSigned by:                        99735562DC6B4E8...</p>	<p>DocuSigned by:                        A0792B4D6C7B4E5...</p>
<p>Kalei Afong</p>	<p>Toni Paracuelles</p>
<p>DocuSigned by:                        EB1AAE0EE128410...</p>	<p>DocuSigned by:                        7395E2833F2F4C4...</p>
<p>Kayla Tessier</p>	<p>Glenda Pollard</p>
<p>DocuSigned by:                        556345076D5C458...</p>	<p>DocuSigned by:                        42079C4CB6224AF...</p>
<p>Misty Lewis</p>	<p>Meredith Mawhar</p>
<p>DocuSigned by:                        21A7C505962444F...</p>	<p>DocuSigned by:                        015F6D6216F5461...</p>
<p>Nathalie Valenzuela</p>	<p>Cassie Sabado-Evans</p>
<p>DocuSigned by:                        7F77DE628B344E2...</p>	<p>DocuSigned by:                        DA68FA1345A94A1...</p>
<p>Varinder Singh</p>	<p>Brad Coates</p>
<p>DocuSigned by:                        9D915504AFDB411...</p>	<p>DocuSigned by:                        80C6A6DE5780484...</p>
<p>Rachelle Carson</p>	<p>David A. Wolf, Esq.</p>

# EXHIBIT A

## Mobi US-based

Name	Site	Hire date
Kennedine A.	USA	April 5, 2016
Daniese A.	USA	September 27, 2021
Renee A.	USA	June 27, 2022
Kychelle B.	USA	April 1, 2019
Chelsea B.	USA	November 14, 2022
Balthazar B.	USA	March 13, 2023
Rachelle C.	USA	February 28, 2022
Elanis E.	USA	July 17, 2023
John H.	USA	February 28, 2022
Michelle K.	USA	January 27, 2020
Ivalyn K.	USA	January 27, 2020
Christa K.	USA	October 24, 2022
Raydeen K.-K.	USA	October 24, 2022
Charles K.	USA	February 24, 2020
Natasha K.	USA	June 20, 2022
Taylor L.-L.	USA	July 17, 2023
Misty L.	USA	July 24, 2019
Omari L.	USA	February 28, 2022
Kainoa L.-M.	USA	July 17, 2023
Samantha L.	USA	July 17, 2023
Tia M.	USA	July 17, 2023
Paola N.	USA	September 27, 2021
Joshua N.	USA	November 19, 2018
Isaac P.	USA	August 7, 2023
Tiana-Marie P.	USA	August 7, 2023
Brian R.-U.	USA	March 15, 2021
Sidney S.-M.	USA	September 27, 2021

Jezzarie S.	USA	September 21, 2020
Fane T.	USA	September 21, 2020
Jennifer T.	USA	November 7, 2021

31

## Mobi Canada-based

Name	Site	Hire date
Hélène C.	CA	September 12, 2022
Ryan F.	CA	February 1, 2021
Matthew M.	CA	June 14, 2021
Miriam P.	CA	September 21, 2020
Varinder S.	CA	September 17, 2018
Kayla T.	CA	January 11, 2021
Nathalie V.	CA	September 8, 2020
Isabel Z.	CA	October 24, 2022

8

## Mobi México-based

Name	Site	Hire date
Rebeca C.	MX	August 26, 2019

1

# EXHIBIT B

Role	Starting Salary (prior to 10/1/23)	Starting Salary (post ratification increase)	Starting Salary (post COL increase)	2024	2025	2026	2027	2028
				COLA increases below are estimates and represent the minimum anticipated increase				
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Assistant Manager, Stores	\$52,000.00	\$53,352.00	\$54,600.00	\$55,952.00	\$57,408.00	\$58,864.00	\$60,320.00	\$61,776.00
Bilingual Lead, Customer Care	\$47,840.00	\$49,088.00	\$50,232.00	\$51,480.00	\$52,832.00	\$54,080.00	\$55,432.00	\$56,888.00
Bilingual Specialist, Customer Care	\$43,680.00	\$44,824.00	\$45,864.00	\$47,008.00	\$48,256.00	\$49,400.00	\$50,648.00	\$51,896.00
Content Creator, L+K	\$52,000.00	\$53,352.00	\$54,600.00	\$55,952.00	\$57,408.00	\$58,864.00	\$60,320.00	\$61,776.00
Coordinator, Workforce Management	\$54,500.00	\$55,848.00	\$57,304.00	\$58,656.00	\$60,112.00	\$61,672.00	\$63,232.00	\$64,792.00
<b>Developer, Engineering and Mobile Apps</b>	\$62,962.96	\$64,584.00	\$66,144.00	\$67,808.00	\$69,472.00	\$71,240.00	\$73,008.00	\$74,880.00
Expert, Quality Assurance	\$56,632.00	\$58,032.00	\$59,488.00	\$60,944.00	\$62,504.00	\$64,064.00	\$65,624.00	\$67,288.00
<b>Jr Product Designer</b>	\$48,148.15	\$49,400.00	\$50,544.00	\$51,896.00	\$53,144.00	\$54,496.00	\$55,848.00	\$57,200.00
<b>Jr Developer</b>	\$51,851.85	\$53,144.00	\$54,496.00	\$55,848.00	\$57,200.00	\$58,656.00	\$60,112.00	\$61,672.00
<b>Jr Product Manager</b>	\$48,148.15	\$49,400.00	\$50,544.00	\$51,896.00	\$53,144.00	\$54,496.00	\$55,848.00	\$57,200.00
Lead, Customer Care	\$45,760.00	\$46,904.00	\$48,048.00	\$49,296.00	\$50,544.00	\$51,792.00	\$53,040.00	\$54,392.00
Lead, Knowledge Base	\$61,500.00	\$63,024.00	\$64,584.00	\$66,248.00	\$67,912.00	\$69,576.00	\$71,344.00	\$73,112.00
Learning Specialist, L+K	\$52,000.00	\$53,352.00	\$54,600.00	\$55,952.00	\$57,408.00	\$58,864.00	\$60,320.00	\$61,776.00
Manager, Partnership Channel	\$52,000.00	\$53,352.00	\$54,600.00	\$55,952.00	\$57,408.00	\$58,864.00	\$60,320.00	\$61,776.00
<b>Product Designer</b>	\$59,259.26	\$60,736.00	\$62,296.00	\$63,856.00	\$65,416.00	\$67,080.00	\$68,744.00	\$70,408.00
Specialist, Customer Care	\$41,600.00	\$42,640.00	\$43,680.00	\$44,824.00	\$45,968.00	\$47,112.00	\$48,256.00	\$49,400.00
Specialist, Stores	\$37,440.00	\$38,376.00	\$39,312.00	\$40,352.00	\$41,288.00	\$42,328.00	\$43,368.00	\$44,512.00
<b>Sr Product Manager</b>	\$59,259.26	\$60,736.00	\$62,296.00	\$63,856.00	\$65,416.00	\$67,080.00	\$68,744.00	\$70,408.00
<b>Technology and Support Specialist</b>	\$44,444.44	\$45,552.00	\$46,696.00	\$47,840.00	\$49,088.00	\$50,336.00	\$51,584.00	\$52,832.00
<b>* Roles in bold were based on CAD salaries and converted to USD based on 1 USD: 1.35CAD</b>								
Note: New wages were calculated based on rate increases noted above, then converted to hourly rates by dividing by 2080. Hourly rates were then rounded to the nearest \$0.05 and then multiplied by 2080 hours to arrive at the new annual wage.								

Currency Conversion: Converted salaries to 1 USD: 1.35CAD based on 2023 average currency conversion rate								
Role	Starting Salary (prior to 10/1/23)	Starting Salary (post ratification increase)	Starting Salary (post COL increase)	2024	2025	2026	2027	2028
		2.50%	2.50%	COLA increases below are estimates and represent the minimum anticipated increase				
				2.50%	2.50%	2.50%	2.50%	2.50%
Assistant Manager, Stores	\$70,200.00	\$71,968.00	\$73,736.00	\$75,608.00	\$77,480.00	\$77,480.00	\$79,456.00	\$79,456.00
Bilingual Lead, Customer Care	\$64,584.00	\$66,248.00	\$67,808.00	\$69,576.00	\$71,240.00	\$71,240.00	\$73,112.00	\$73,112.00
Bilingual Specialist, Customer Care	\$58,968.00	\$60,424.00	\$61,984.00	\$63,544.00	\$65,104.00	\$65,104.00	\$66,768.00	\$66,768.00
Content Creator, L+K	\$70,200.00	\$71,968.00	\$73,736.00	\$75,608.00	\$77,480.00	\$77,480.00	\$79,456.00	\$79,456.00
Coordinator, Workforce Management	\$73,575.00	\$75,400.00	\$77,272.00	\$79,248.00	\$81,224.00	\$81,224.00	\$83,200.00	\$83,200.00
<b>Developer, Engineering and Mobile Apps</b>	\$85,000.00	\$87,152.00	\$89,336.00	\$91,520.00	\$93,808.00	\$93,808.00	\$96,200.00	\$96,200.00
Expert, Quality Assurance	\$76,453.20	\$78,416.00	\$80,288.00	\$82,368.00	\$84,344.00	\$84,344.00	\$86,528.00	\$86,528.00
<b>Jr Product Designer</b>	\$65,000.00	\$66,664.00	\$68,328.00	\$69,992.00	\$71,760.00	\$71,760.00	\$73,528.00	\$73,528.00
<b>Jr. Developer</b>	\$70,000.00	\$71,760.00	\$73,528.00	\$75,400.00	\$77,272.00	\$77,272.00	\$79,248.00	\$79,248.00
<b>Jr. Product Manager</b>	\$65,000.00	\$66,664.00	\$68,328.00	\$69,992.00	\$71,760.00	\$71,760.00	\$73,528.00	\$73,528.00
Lead, Customer Care	\$61,776.00	\$63,336.00	\$64,896.00	\$66,560.00	\$68,224.00	\$68,224.00	\$69,888.00	\$69,888.00
Lead, Knowledge Base	\$83,025.00	\$85,072.00	\$87,256.00	\$89,440.00	\$91,624.00	\$91,624.00	\$93,912.00	\$93,912.00
Learning Specialist, L+K	\$70,200.00	\$71,968.00	\$73,736.00	\$75,608.00	\$77,480.00	\$77,480.00	\$79,456.00	\$79,456.00
Manager, Partnership Channel	\$70,200.00	\$71,968.00	\$73,736.00	\$75,608.00	\$77,480.00	\$77,480.00	\$79,456.00	\$79,456.00
<b>Product Designer</b>	\$80,000.00	\$81,952.00	\$84,032.00	\$86,112.00	\$88,296.00	\$88,296.00	\$90,480.00	\$90,480.00
Specialist, Customer Care	\$56,160.00	\$57,616.00	\$58,968.00	\$60,528.00	\$61,984.00	\$61,984.00	\$63,544.00	\$63,544.00
Specialist, Stores	\$50,544.00	\$51,792.00	\$53,144.00	\$54,392.00	\$55,744.00	\$55,744.00	\$57,200.00	\$57,200.00
<b>Sr Product Manager</b>	\$80,000.00	\$81,952.00	\$84,032.00	\$86,112.00	\$88,296.00	\$88,296.00	\$90,480.00	\$90,480.00
<b>Technology and Support Specialist</b>	\$60,000.00	\$61,464.00	\$63,024.00	\$64,584.00	\$66,248.00	\$66,248.00	\$67,912.00	\$67,912.00
<b>*Roles in bold were based on CAD salaries and converted to USD based on 1 USD: 1.35CAD</b>								
Note: New wages were calculated based on rate increases noted above, then converted to hourly rates by dividing by 2080. Hourly rates were then rounded to the nearest \$0.05 and then multiplied by 2080 hours to arrive at the new annual wage.								



Currency Conversion: Based on average customer care salary in Mexico of \$25,333 USD vs starting Mobi salary of \$41,600 USD in the US for the same role, I assumed US wages for all roles were 1.65 times higher in the US than in Mexico. I divided US wages by 1.65 then multiplied by 18 (current USD:MXN exchange rate= ~18:1) to get equivalent starting salaries in MXN								
Role	Starting Salary (prior to 10/1/23)	Starting Salary (post ratification increase)	Starting Salary (post COL increase)	2024	2025	2026	2027	2028
				COLA increases below are estimates and represent the minimum anticipated increase				
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Assistant Manager, Stores	\$567,272.73	\$581,464.00	\$596,024.00	\$610,896.00	\$626,184.00	\$626,184.00	\$641,784.00	\$641,784.00
Bilingual Lead, Customer Care	\$521,890.91	\$534,976.00	\$548,288.00	\$562,016.00	\$576,056.00	\$576,056.00	\$590,512.00	\$590,512.00
Bilingual Specialist, Customer Care	\$476,509.09	\$488,384.00	\$500,656.00	\$513,136.00	\$525,928.00	\$525,928.00	\$539,136.00	\$539,136.00
Content Creator, L+K	\$567,272.73	\$581,464.00	\$596,024.00	\$610,896.00	\$626,184.00	\$626,184.00	\$641,784.00	\$641,784.00
Coordinator, Workforce Management	\$594,545.45	\$609,440.00	\$624,624.00	\$640,224.00	\$656,240.00	\$656,240.00	\$672,672.00	\$672,672.00
<b>Developer, Engineering and Mobile Apps</b>	\$686,868.69	\$704,080.00	\$721,656.00	\$739,648.00	\$758,160.00	\$758,160.00	\$777,088.00	\$777,088.00
Expert, Quality Assurance	\$617,803.64	\$633,256.00	\$649,064.00	\$665,288.00	\$681,928.00	\$681,928.00	\$698,984.00	\$698,984.00
<b>Jr Product Designer</b>	\$525,252.53	\$538,408.00	\$551,824.00	\$565,656.00	\$579,800.00	\$579,800.00	\$594,256.00	\$594,256.00
<b>Jr. Developer</b>	\$565,656.57	\$579,800.00	\$594,256.00	\$609,128.00	\$624,416.00	\$624,416.00	\$640,016.00	\$640,016.00
<b>Jr. Product Manager</b>	\$525,252.53	\$538,408.00	\$551,824.00	\$565,656.00	\$579,800.00	\$579,800.00	\$594,256.00	\$594,256.00
Lead, Customer Care	\$499,200.00	\$511,680.00	\$524,472.00	\$537,576.00	\$550,992.00	\$550,992.00	\$564,824.00	\$564,824.00
Lead, Knowledge Base	\$670,909.09	\$687,648.00	\$704,912.00	\$722,488.00	\$740,584.00	\$740,584.00	\$759,096.00	\$759,096.00
Learning Specialist, L+K	\$567,272.73	\$581,464.00	\$596,024.00	\$610,896.00	\$626,184.00	\$626,184.00	\$641,784.00	\$641,784.00
Manager, Partnership Channel	\$567,272.73	\$581,464.00	\$596,024.00	\$610,896.00	\$626,184.00	\$626,184.00	\$641,784.00	\$641,784.00
<b>Product Designer</b>	\$646,464.65	\$662,584.00	\$679,224.00	\$696,176.00	\$713,544.00	\$713,544.00	\$731,432.00	\$731,432.00
Specialist, Customer Care	\$453,818.18	\$465,192.00	\$476,840.00	\$488,696.00	\$500,968.00	\$500,968.00	\$513,448.00	\$513,448.00
Specialist, Stores	\$408,436.36	\$418,600.00	\$429,104.00	\$439,816.00	\$450,840.00	\$450,840.00	\$462,072.00	\$462,072.00
<b>Sr Product Manager</b>	\$646,464.65	\$662,584.00	\$679,224.00	\$696,176.00	\$713,544.00	\$713,544.00	\$731,432.00	\$731,432.00
<b>Technology and Support Specialist</b>	\$484,848.48	\$497,016.00	\$509,392.00	\$522,080.00	\$535,184.00	\$535,184.00	\$548,600.00	\$548,600.00
<b>*Roles in bold were based on CAD salaries and converted to USD based on 1 USD: 1.35CAD</b>								
Note: New wages were calculated based on rate increases noted above, then converted to hourly rates by dividing by 2080. Hourly rates were then rounded to the nearest \$0.05 and then multiplied by 2080 hours to arrive at the new annual wage.								

# EXHIBIT C

<b>CWA Union Eligible Team Members' Vacation (Front loaded every January 1st)</b>		
Years of Employment	Allotment Days Amount	Vacation Hours
During 1st year	15	120
During 2nd year	16.25	130
During 3rd year	17.5	140
During 4th year	18.75	150
During 5th year	20	160
During 6th year	21.25	170
During 7th year	22.5	180
During 8th year	23.75	190
During 9th year	25	200
During 10th year	26.25	210
During 11th year	27.5	220
During 12th year	28.75	230
During 13th year	30	240
During 14th year	31.25	250
During 15th year	32.5	260