

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CWA Local 1180
&

**The Trevor
Project**



JUNE 1, 2025 - MAY 30, 2028

TABLE OF CONTENTS

Preamble	2
Article 1 – Recognition & Establishment of the Unit	3
Article 2 – New Job Title & Classifications	3
Article 3 – Bargaining Unit Work	4
Article 4 – Employment Status	4
Article 5 – Non-Discrimination	5
Article 6 – Inclusive Workplace	6
Article 7 – Immigration	7
Article 8 – Hiring, Recruitment and Promotions	10
Article 9 – Job Descriptions	11
Article 10 – Seniority	12
Article 11 – Health and Safety	13
Article 12 – Crisis Services Resources	14
Article 13 – Professional Development	14
Article 14 – Remote Work Program	15
Article 15 – Hours of Work	16
Article 16 – Holidays	20
Article 17 – Paid Time Off	21
Article 18 – Sick Time	23
Article 19 – Leaves of Absence	24
Article 20 – Medical, Dental and Vision Benefits	26
Article 21 – Retirement Benefits	28
Article 22 – Compensation	29
Article 23 – Organization Expense Treatment	31
Article 24 – Layoff, Severance and Recall	33
Article 25 – Performance Reviews	37
Article 26 – Just Cause, Discipline, and Performance Management	37
Article 27 – Union Representation	40
Article 28 – Grievance & Arbitration Procedure	41
Article 29 – New Employee Orientation	42
Article 30 – Labor-Management Committee	42
Article 31 – Union Security	44
Article 32 – Payroll Deduction of Dues	44
Article 33 – Managements Rights	45
Article 34 – No Strike – No Lockout	46
Article 35 – Separability	47
Article 36 – Successorship	47
Article 37 – Entire Agreement	47
Article 38 – Duration of Agreement	48
Appendix A – Neutrality-Card Check Agreement	49
Appendix B – Job Titles Included in Bargaining Unit	52
Appendix C – Letter of Agreement on Healthcare Discussions and Alternative Healthcare Options	53
Appendix D – Memorandum of Agreement for Payroll Deduction for CWA-COPE PCC	54

PREAMBLE

This Agreement was made and entered into this 31st day of May, 2025 by and between The Trevor Project, Inc. (hereinafter referred to as “The Trevor Project” or “Employer”) and Communications Workers of America (hereinafter referred to as “CWA” or the “Union”). Each of the Employer and the Union are a “Party,” and collectively, the “Parties.”

Whereas the Parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

Now, therefore, in consideration of the promises and mutual agreements contained herein, The Trevor Project and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of The Trevor Project recognized as being represented by the Union.

ARTICLE 1

RECOGNITION & ESTABLISHMENT OF THE UNIT

- Section 1** **Recognition of the Union.** Pursuant to a card check conducted by the American Arbitration Association on April 14, 2023 (Appendix A), The Trevor Project recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment on behalf of all covered employees in the bargaining unit set forth in Section 2 below. The term “employee” or “covered employee” as used in this Agreement shall mean a bargaining unit employee, unless otherwise specified.
- Section 2** **Bargaining Unit.** The bargaining unit covered by this Agreement shall consist of: all full-time and part-time employees employed by The Trevor Project in the United States in the following “verticals” or teams: Clinical Operations; Finance, Technology, and Strategy Management & Data Analytics; Marketing, Communications, and Content; Development; and Community. The following are excluded: all other employees, and the Executive and People and Culture verticals, the Legal team, managers, guards, and confidential employees and supervisors as defined under the National Labor Relations Act (“NLRA”), interns, temporary employees (subject to the terms of Article 4) fellows, work-study students, volunteers, and agency employees, third-party employees, and contractors. A complete list of job titles currently included in the bargaining unit are set forth in Appendix B and additional job titles created pursuant to Article 2 of this Agreement shall be deemed added to Appendix B.

ARTICLE 2

NEW JOB TITLES & CLASSIFICATIONS

- Section 1** **Notification of New Bargaining Unit Titles.** The Trevor Project shall notify the Union in writing of any newly created bargaining unit titles, the duties established thereof, and the temporary wage rate.
- Section 2** **Union Right to Bargain; Dispute Resolution.** The Union shall have the right, within fourteen (14) calendar days of the date the Union was notified by The Trevor Project of the newly created bargaining unit title, to initiate negotiations concerning the wage rate and job title established by The Trevor Project if the Union believes the wage rate and/or title are not appropriate for the job duties considering The Trevor Project’s established pay scale and comparable bargaining unit roles. Such requested changes shall not conflict with any provision of this Agreement. Such requests will be made by the Union and considered by The Trevor Project in good faith. For avoidance of doubt, the temporary wage rate established by The Trevor Project shall be in effect during any negotiations. If negotiations are not so requested within fourteen (14) calendar days, the wage rate will be made permanent. If negotiations are requested, the Parties agree that they shall negotiate for a period of no more than thirty (30) calendar days from the date such negotiations commenced.
- A. If an agreement is reached by the parties within the said thirty (30) calendar days as to the appropriate permanent wage rate or job title, such agreement shall be applied to be in effect at the then-next full pay period.
 - B. If no agreement as to the appropriate permanent wage rate or job title has been reached within the said thirty (30) calendar days, either party may submit the issue for resolution through the grievance process described in Article 28 beginning with Step Two. Any grievance arising out of this provision (including any arbitration and arbitration decision) shall be limited to whether the proposed wage rate or job title is appropriate and consistent with this Agreement and The Trevor Project’s established pay scale and comparable bargaining unit roles.

- C. Each party shall submit a final proposed permanent wage rate to the arbitrator along with an explanation for how such proposal fits within the wage rates established in Article 22. Subject to the limitations in subsection B above, the arbitrator shall determine which of the final proposals is most consistent with this Agreement, taking into account the facts and arguments presented by the parties in their respective proposals. The permanent wage rate designated by the arbitrator shall be applied to the next full pay period.

ARTICLE 3

BARGAINING UNIT WORK

Section 1 Use of Contractors, Temporary Employees, and Agency Workers. The Trevor Project may utilize contractors, temporary employees and/or agency employees but not in an effort to displace, erode, or undermine the Union or bargaining unit work, to discriminate against any of its members, circumvent this Agreement, or cause layoff of regular employees or part-timing of full-time employees.

Section 2 Contractors, Temporary Employees, and Agency Workers. In the event The Trevor Project needs to contract out bargaining unit work or to temporarily utilize agency workers to perform bargaining unit work, it will notify the union of the nature and duration of that engagement no later than two weeks after entering into such an engagement. Should The Trevor Project require a contractor, agency worker, or temporary employee to provide services constituting bargaining unit work longer than twelve (12) months, and The Trevor Project continues to utilize such individual for the same services on a continuing basis without a known end date, The Trevor Project will hire the individual as an employee and the position will be added to the bargaining unit in accordance with the Recognition Article 1.

Section 3 Volunteers. The Trevor Project may use volunteers (i.e., individuals not paid by The Trevor Project) to perform services that include bargaining unit work. The Parties recognized the importance of a strong volunteer force in the organization. The Trevor Project shall inform the union before implementing any new volunteer program anticipated to result in the layoff of any bargaining unit employees and, upon request, will bargain with the Union relating thereto for thirty (30) days, the Union's approval not to be unreasonably withheld, delayed, or conditioned.

Section 4 Non-Bargaining Unit Managers. Non-bargaining unit managers will not perform non-supervisory bargaining unit work except to the extent that work is currently, or has in the past been, performed by non-bargaining unit managers, to the extent they volunteer as a crisis counselor, to maintain operations in emergency situations when insufficient bargaining unit employees are available to perform the work needed, or when such is necessary for other legitimate needs, but not with the intent to erode the bargaining unit or circumvent this Agreement.

ARTICLE 4

EMPLOYMENT STATUS

Section 1 Full-Time Employee. A full-time employee shall be deemed to be any employee regularly scheduled to thirty (30) hours per week or more. Upon the first day of employment, regular, full-time employees are eligible for all benefits, unless any waiting periods apply pursuant to the applicable plan or policy of The Trevor Project

Section 2 Part-Time Employee. A part-time employee shall be deemed to be any employee hired for an indefinite and unspecified duration and regularly scheduled to work fewer than thirty (30) hours per week. Part-time employees who work an average of fewer than thirty (30) hours per week are not eligible for benefits, except the Employee Assistance Program and legally-mandated benefits. Employees will be reclassified from part-

time to full-time if the actual average number of hours worked per month, during the preceding twelve (12) months (the “look-back period”), is thirty (30) hours or more. Employees who are reclassified from part-time to full-time will be reclassified back to part-time if the actual average number of hours worked per month, during the preceding twelve (12) months, is fewer than thirty (30) hours per week and The Trevor Project anticipates them continuing to work part-time. The Trevor Project may change look-back periods in order to align with changes in enrollment dates or for other reasons at its reasonable discretion.

Section 3 **Exempt Employee.** An exempt employee is an employee exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act or any applicable state or local law or regulation. Subject only to exceptions set forth in applicable law, exempt employees receive a fixed salary and for any work week in which they perform any work.

Section 4 **Non-Exempt Employee.** A non-exempt employee is an employee to whom minimum wage and overtime requirements of the Fair Labor Standards Act or applicable state or local law or regulation apply. Non-exempt employees are subject to federal, state, and local wage and hour laws, including minimum wage and overtime requirements. Non-exempt employees can be either full-time or part-time employees.

Section 5 **Temporary Employee.** A temporary employee is one who is engaged for a particular project or for a finite period of time, with the expectation that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. However, if The Trevor Project determines that a temporary employee’s assignment or need becomes indefinite, The Trevor Project will reclassify the temporary employee to a regular full-time or regular part-time employee, as applicable, and from that point forward, the employee will be included in the bargaining unit subject to the provisions of this Agreement.

Section 6 **Probationary Employee.** Employees are subject to a probationary period of one hundred and ten (110) days commencing on the first day of employment; provided that The Trevor Project may extend the probationary period for up to an additional sixty (60) days upon request to the Union. During the probationary period, an employee may be disciplined or discharged without just cause, and such action shall not be subject to the grievance and arbitration procedure in Article 28.

ARTICLE 5

NON-DISCRIMINATION

Section 1 **No Unlawful Discrimination.** The Parties agree that there shall be no unlawful discrimination under applicable federal, state, or local law in employment decisions, including hiring, promotion, transfer, disciplinary action, termination, compensation, fringe benefits, or other terms and conditions of employment on the basis of actual or perceived race (including traits associated with race, such as hair texture and length, protective hairstyles, and religious or cultural headdress), color, creed, religion, age, sex (including pregnancy, childbirth or related medical conditions, and sex characteristics), transgender status, intersex status, gender, gender identity, gender expression, sexual orientation, height, weight, partnership status, marital status, familial status, national origin, ancestry, immigration and citizenship status, political affiliations, Civil Air Patrol status, veteran status, military status, physical or mental disability (which may include neurodivergence), HIV/AIDS status, caregiver status, certain arrest or conviction records, credit history, genetic information (including predisposing genetic characteristics), survivor of domestic and/or sexual violence status, survivor of stalking offenses status, survivor of other crime status where protected by applicable law, union activity, or any other status protected by applicable federal, state, or local law. An employee’s immigration and/or citizenship status will not be considered for any employment purpose except as necessary to comply with applicable law.

Section 2 **Definitions.** For the purposes of this Article, all the terms contained in section 1 above shall be interpreted as defined by law. If any of those terms are not defined under law, then the Parties will meet and work in

collaboration to define those terms. Any agreement, formal or otherwise regarding the definition of such terms, will be incorporated to this Agreement with full force.

Section 3 **Obligations of Employees.** Each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the protected characteristics or status described above, against any other employee or anyone with whom the employee has contact with during the course of the employee’s work.

Section 4 **Grievances.** Grievances arising under this non-discrimination article are subject to the grievance procedure in Article 28, provided that the arbitrator: may award only reinstatement and back pay, and may not award compensatory, punitive, or other monetary damages.



ARTICLE 6

INCLUSIVE WORKPLACE

Section 1 **Inclusive Philosophy.** The Parties agree that matters of inclusion and belonging in the workplace are paramount to The Trevor Project’s mission of saving young LGBTQ+ lives. The parties have a shared commitment to inclusivity and support in the workplace for employees of all identities, including, but not limited to, employees from historically underrepresented and marginalized groups.

Section 2 **Inclusive Policies.** The Trevor Project will maintain policies and practices promoting inclusivity, including, but not limited to, relating to historically underrepresented and marginalized groups.

Section 3 **Training.** The Trevor Project will require all new employees, including management, to complete, at minimum, education sessions / training related to inclusivity in the workplace, and disability accommodations, as part of new-hire orientation.

Section 4 **Affinity Groups.** The Trevor Project will continue to maintain an Affinity Group program. Affinity Groups may provide community-building opportunities within the organization for groups of employees and members of management of various shared identities/backgrounds and their allies, be involved in arranging culture events and other cultural experiences, and provide feedback to TTP at venues mutually agreed by the Parties. The Trevor Project may seek feedback from Affinity Groups and/or their chair(s), and they may provide feedback, but Affinity Groups do not have decision making power and are not authorized to bargain collectively. Non-exempt employees who serve as Affinity Group chair(s) will be compensated for up to five (5) hours per month for time spent actually working on Affinity Group-related matters. Affinity Groups must have at least one (1) chair who is a member of management.

Section 5 **Cultural Calendar.** The Trevor Project will provide its workplace calendar incorporating cultural celebrations and days of awareness to the Labor-Management Committee (“LMC”) for feedback prior to finalizing it.

Section 6 **Demographic Information.** The Trevor Project will invite and encourage employees and candidates for employment to voluntarily self-identify demographic information (such as race/ethnicity, gender identity, and sexual orientation), subject to applicable legal and privacy considerations, to help inform workplace strategies and programs to foster a more inclusive environment free from discrimination. The Trevor Project may share demographic information on an aggregate basis in such a manner that individual employees or candidates for employment are not identifiable. The Trevor Project will share a demographic overview of employees on an aggregate basis at least once per year; and will preview this overview to the LMC before that time.

Section 7 **Sensitivity of Identity Information.** Transitioning employees have the right to determine when, how, and with whom they share information about their transition status. The Trevor Project will not disclose an employee’s sexual orientation, gender identity, status of being trans or intersex, and transition plans except as necessary for legitimate organizational purposes (e.g., for benefits administration or other HR purposes), as required by applicable law, or in aggregate form so as to be anonymous. For clarity, an employee’s pronouns are

not considered confidential and may be shared within and outside of the organization for purposes of encouraging use of pronouns or with the aim of preventing misgendering.

Section 8 **Pronouns.** It is the intention of The Trevor Project that all employees should be referred to by the name and pronouns that they use. The intentional or persistent misuse of a person's pronouns or mischaracterization of their gender identity is not acceptable behavior at The Trevor Project. The Trevor Project encourages all employees to display their name and pronouns in email signature lines, Slack profiles, virtual meeting backgrounds or labels, and in other contexts where helpful to identify their name and pronouns.

Section 9 **Name Changes.** Upon an employee's request, The Trevor Project will update its personnel records to reflect changes in the requesting employee's name and/or gender. The Trevor Project may require the employee to provide documentation of a legal name or gender change in order to change the employee's name or gender in certain circumstances, such as in connection with the employee's payroll or retirement accounts, and absent documentation of a legal name or gender change, The Trevor Project may need to use their legal name or gender for legal purposes. The Trevor Project may also keep on file an employee's legal name and legal sex as well as past name(s) and gender(s).

Section 10 **Transitioning in the Workplace.** When requested, management or the People Team will provide reasonable support to transitioning employees to navigate transitioning in the workplace, in accordance with established practices. Some examples of support may include discussing benefit offerings, discussing options for time off in the instance of medical leave, connecting the employee with Trevor's employee assistance program, and connecting the employee with other nonbinary or transgender employees who have physically, legally, and/or socially transitioned.

ARTICLE 7

IMMIGRATION

Section 1 **General Principles.** The Union and The Trevor Project have a mutual interest in retaining trained employees. The Parties intend for this Article to address this interest, however, the Parties agree that (a) a Party will not be in breach of this Article if such Party's failure to follow any requirement set forth in this Article is due to its good faith belief that it would violate an applicable law; and (b) any such failure would not be subject to the grievance procedure described in Article 28. To the extent future legislation or government rules or policies change which results in The Trevor Project's inability to act in accordance with the provisions below, The Trevor Project will notify the Union, comply with such legislation or government rules or policies, and, upon request, bargain with the Union as required under the law.

Section 2 **Absence from Work for Immigration Proceedings.** Upon submitting a request to The Trevor Project, employees may use accrued vacation time and floating holidays to attend immigration proceedings related to the employee and/or the employee's immediate family, including proceedings related to immigration and/or citizenship status. If the employee needs additional time beyond any accrued vacation time and floating holidays, the employee may submit a request for an unpaid personal leave of absence lasting not more than 30 consecutive days once per calendar year. The Trevor Project may request verification of the reason for any absence under this Section.

Section 3 **Protection of Employee Information.** The Trevor Project considers Employee Information to be confidential, sensitive, and nonpublic information. Only as used in this Section 3, "Employee Information" means the names, address, phone number, e-mail address, social security number, immigration status, birthdate, birthplace, and any other demographic information about employees maintained by The Trevor Project. The Trevor Project will not disclose Employee Information to the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE) unless The Trevor Project (a) receives a valid written notice of inspection (NOI), with at least three (3) days' notice, from DHS, Immigrant and Employee Rights Section at the Department of

Justice, or the Department of Labor to inspect Form I-9s maintained by The Trevor Project, (b) receives a court order requiring disclosure, or (c) is otherwise legally required to disclose such information. To the extent legally permitted, prior to any disclosure of Employee Information, The Trevor Project will promptly notify the Union. Further, The Trevor Project will only disclose the minimal amount of Employee Information necessary to comply with the NOI, court order, or other legal requirement.

Section 4 I-9 Forms. The Trevor Project will maintain employee I-9 forms in a file separate from personnel records, as required by law. The Union and The Trevor Project each acknowledge that The Trevor Project is a remote-only workforce and an E-Verify employer and may remotely examine employee I-9s and documents presented by employees seeking to establish identity and employment eligibility. As such, the Union and The Trevor Project each acknowledge that The Trevor Project may retain clear and legible copies of all documents presented by employees so long as such retention is required by applicable law.

Section 5 Verification and Re-Verification of Work Authorization.

- A. The Trevor Project will comply with applicable law in requesting employees to complete a Form I-9 and in reviewing completed I-9s along with documents submitted by employees. In connection with E-Verify, if The Trevor Project receives a tentative nonconfirmation issued by the Social Security Administration (SSA) or DHS, The Trevor Project will promptly notify the Union at the same time as it notifies the employee of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. If an employee chooses to take action to resolve the tentative nonconfirmation and notifies The Trevor Project of the employee's decision within ten (10) days of the issuance of the tentative nonconfirmation, The Trevor Project will not take adverse action against the employee because of the tentative nonconfirmation while their case is pending until and unless final confirmation has been issued by SSA or DHS. If the employee does not notify The Trevor Project within ten (10) days of the issuance of the tentative nonconfirmation that the employee will be taking action to resolve the tentative nonconfirmation or if the employee chooses not to take action to resolve the tentative nonconfirmation, then the employee's case may be treated as a final nonconfirmation and the employee's employment may be terminated.
- B. The Trevor Project may conduct internal audits of employee I-9s to allow for the correction of errors, including missing I-9s, expired work authorizations, and other issues. The Trevor Project will not require that an employee re-verify their work authorization unless (i) The Trevor Project has discovered an error pursuant to an internal audit, (ii) The Trevor Project has knowledge that the Employee is not authorized to work in the United States, (iii) the employee's work authorization documents have expired, or (iv) pursuant to an employee request to make a change to their name or social security number as described in Section 7 below.
- C. "Knowledge" means actual knowledge and constructive knowledge which may be fairly inferred through a notice of certain facts and circumstances that would lead a person, through the exercise of reasonable care, to know about an individual's unauthorized employment status. "Re-verification" means requesting that an employee correct an error found on such employee's previously submitted I-9, which may include requesting such employee to submit their choice of other documents identified as acceptable under applicable law, or reviewing and verifying an employee's employment authorization if (i) the employee's employment authorization or documentation has expired, (ii) the employee is rehired, or (iii) the employee has changed their name.
- D. In the event that The Trevor Project discovers an error in an employee's I-9 or determines it has the requisite "knowledge" that requires re-verification, The Trevor Project will:
 - 1. Prior to or at the same time as notifying the Employee, notify the Union and provide the Union with the factual basis for that determination;
 - 2. Afford the employee a reasonable period of time, as determined by The Trevor Project on a case-by-case basis in good faith, to establish work authorization; and

3. Not take any adverse employment action against the employee unless The Trevor Project has complied with Items A and B above and is required to do so by law. The Trevor Project's placement of the employee on an unpaid leave of absence until the employee can present valid documents to prove U.S. work authorization for I-9 purposes shall not be deemed an adverse employment action.
- E. Nothing in this Article shall be interpreted to limit the employee's rights to present a receipt notice identified as acceptable under applicable law in lieu of the specified acceptable documents for I-9 verification purposes. After presenting a valid receipt, such employee's employment may continue for ninety (90) days (or such other time specified under applicable law, which may be longer or shorter) to present to The Trevor Project a replacement or alternative document from the list of approved documents, but not a second receipt.

Section 6 **Transfer of I-9 Forms.** In the event of an acquisition of The Trevor Project or a merger of The Trevor Project with another organization and the successor organization elects to continue the employment of employees, as a condition to the closing of such transaction the successor employer will be required to use I-9 forms transferred to such successor employer by The Trevor Project to satisfy obligations with respect to I-9 forms for such continuing employees.

Section 7 **Corrections and Changes to Records.** If an employee has legally changed their name or social security number (SSN), such employee may notify The Trevor Project by sending an email to peoplebusinesspartners@thetrevorproject.org of such change and The Trevor Project will modify its records to reflect such changes and provide such employee an opportunity to correct their I-9, to the extent applicable. Employees that make a request under this Section shall not have their seniority or employment status affected or suffer any loss of benefits as a result of notifying The Trevor Project of such changes. The Trevor Project may request the employee to provide documentation verifying the legal name change and SSN.

Section 8 **Social Security "No-Match" Letters.** In the event that The Trevor Project receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an employee's name and SSN that The Trevor Project reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA's records, The Trevor Project agrees to the following:

- A. The Trevor Project will provide a copy of the notice to the Union and all employees listed on the notice and provide each employee with written instructions to resolve the issue with SSA within sixty (60) days and report back to The Trevor Project as to their progress and provide reasonable evidence that such issue has been resolved;
- B. The Trevor Project will review its records to confirm that a reporting or input error is not the cause of a no-match;
- C. The Trevor Project will not use the no-match letter or other no-match by itself to be the basis for any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee as a result of these circumstances;
- D. The Trevor Project will not use the receipt of a no-match letter or other no-match notice by itself as a basis to subject an employee to heightened scrutiny, which may include requiring an employee listed on the notice to bring in a copy of their Social Security card for The Trevor Project to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status; and
- E. Unless legally required, The Trevor Project will not take any further actions to resolve any mismatches reported in the no-match letter or other no-match notice.

Section 9 **Expiration of Documents.** If an employee's work authorization documents have expired and such employee is not able to present alternative documentation acceptable for I-9 verification prior to such expiration, such employee will be placed on a personal leave of absence without pay for a period of up to thirty (30) calendar days to permit such employee to present appropriate alternative documentation. The Trevor Project will reinstate the employee to the job without loss of seniority upon receipt of the appropriate work authorization document if the employee provides such work authorization documentation within such thirty (30) calendar

days. If an employee does not provide acceptable documents establishing work authorization within the timeframe of their personal leave of up to thirty (30) calendar days, then their employment may be terminated.

Section 10

The Union and The Trevor Project each acknowledge that no provision in this Agreement shall be interpreted to cause The Trevor Project to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1) and (a)(2).

ARTICLE 8

HIRING, RECRUITMENT, AND PROMOTIONS

Section 1

Recruiting. The Trevor Project will make a demonstrable effort to recruit from historically underrepresented or marginalized groups.

Section 2

Bargaining Unit Vacancies. All bargaining unit vacancies will be announced / posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, job description, and sufficient information regarding requirements and duties to adequately describe the vacancy. Bargaining unit vacancies will be posted internally for seven (7) days before they are posted externally.

- A. To be eligible to apply to a bargaining unit vacancy, an employee must be in good standing (including no ongoing disciplinary actions or investigations against the employee and the employee is not currently on a Performance Improvement Plan), must have been an employee of The Trevor Project for at least twelve (12) months, must have been in their current role at The Trevor Project for at least twelve (12) months (except for employees who were promoted-in-place as referenced in Section 3 below), and must have received at least “meets expectations” on their last formal performance review. The employee must also notify their manager in writing at the time they submit their application, and must comply with the process in The Trevor Project’s Internal Mobility Policy.
- B. If The Trevor Project does not complete a formal performance review for an employee within the last fifteen (15) months, the employee will be presumed to have met expectations for promotion purposes.
- C. When a bargaining unit vacancy requires or prefers prior college degrees, The Trevor Project will allow for the substitution with prior experience. The Trevor Project will determine in good faith what experience is substitutable for the degree required. The foregoing will not apply when a degree is essential for the vacancy.
- D. Eligible employees who apply for a bargaining unit vacancy who meet the minimum qualifications will be interviewed by The Trevor Project, unless the internal applicant is unavailable within a reasonable time.
- E. The Trevor Project will select and make offers to applicants based on their qualifications, as determined by The Trevor Project in its discretion. Where qualifications of an internal applicant and an outside applicant are otherwise equal, The Trevor Project shall offer the position to the internal applicant. The Trevor Project will provide written notice via email to the internal applicant when declining to offer them a position.
- F. Where The Trevor Project is deciding between two (2) internal applicants whose qualifications are otherwise equal for a bargaining unit vacancy, seniority shall be given primary consideration.

Section 3

Promotions-in-Place

- A. If an employee is eligible for a promotion-in-place within the bargaining unit (i.e., a promotion within the employee’s role progression, e.g., Crisis Worker to Senior Crisis Worker), such employee will be provided a job description for the new role upon request.

- B. In order to be eligible for a promotion-in-place, employees must be in good standing with The Trevor Project (including no ongoing disciplinary actions or investigations against the employee and the employee is not currently on a Performance Improvement Plan), must have been an employee of The Trevor Project for at least twelve (12) months at the start of the promotion cycle, must have been in their current role at The Trevor Project for at least twelve (12) months at the start of the promotion cycle, and must have received at least “meets expectations” on their last formal performance review.
- C. Promotion cycles take place in January (“annual”) and July (“mid-year”) and an employee is eligible for promotion in place so long as they meet the other eligibility requirements defined above.
- D. If The Trevor Project does not complete a formal performance review for an employee within the last fifteen (15) months, the employee will be presumed to have met expectations for promotion purposes.
- E. Employees may raise the issue of promotion when the above criteria have been met, including, but not limited to, after their annual performance review.
- F. For clarity, employees may also apply for a promotion that is not a promotion-in-place (i.e., a position that is more senior but not in the employee’s role progression) in any open bargaining unit position pursuant Section 2 above.
- G. Upon promotion, the promoted employee’s salary will be increased in accordance with Article 22 Wages and Compensation.

Section 5 **Employment Determinations.** The determination of qualifications for positions of employment at The Trevor Project and which individuals are given offers of employment or promotion is within the sole discretion of The Trevor Project and cannot be contested by the Union, with the limited exceptions of cases of unlawful discrimination or other violations of law relating to hiring of bargaining unit employees into bargaining unit roles.

Section 6 **Monthly Bargaining Unit Report.** The Trevor Project agrees to provide the Union, in writing, the names, titles and wages of all new bargaining unit employees hired under this Article on a monthly basis.



ARTICLE 9

JOB DESCRIPTIONS

Section 1 **Maintenance of Job Descriptions.** The Trevor Project shall maintain a written job description for each title within the bargaining unit. All written job descriptions are guides to the functions, responsibilities, and general duties of the role and are not to be construed as a limitation on The Trevor Project’s right to assign work. Employees may request a current job description from their People Team representative at any time.

Section 2 **New Hires.** All new hires in the bargaining unit shall receive, or have self-serve ready access (e.g., via a web-based portal), the applicable written job description for their position as part of the onboarding process on or before their start date. As part of the onboarding process all new bargaining unit employees shall have a meeting with their direct manager (or an appropriate alternate) within two (2) weeks of the employee’s start date to discuss the written job description as well as the job role and responsibilities and ask any questions the employee may have.

Section 3 **Significant Modifications to Job Duties.** In the event The Trevor Project significantly modifies an employee’s job duties The Trevor Project shall inform the Union as soon as reasonably practicable after the changes occur and, if applicable, also provide the Union with an updated job description. At the request of the Union, the Parties will meet to review the changes or new job description and will be provided with an explanation for the change. In such a meeting, the Union may only request additional compensation and/or modification to the employee’s current title on a permanent or temporary basis to the extent the Union believes the wage rate and/or title are not appropriate for the job duties considering The Trevor Project’s established pay scale and comparable roles and titles described in other job descriptions; such requested changes shall not

conflict with any provision of this Agreement. Such requests will be made by the Union and considered by The Trevor Project in good faith. Any grievance arising under this Section 3 (including any arbitration and arbitration decision) shall be limited to whether The Trevor Project's modifications to the employee's job duties justify additional compensation or modification to the employee's title in order to be consistent with this Agreement and The Trevor Project's established pay scale and comparable roles. Any final settlement or arbitration decision modifying compensation or job title resulting from the grievance process shall be applied to be in effect at the then-next full pay period.

Section 4 Employee Requests to Discuss Job Descriptions. In the event that a bargaining unit employee believes their written job description does not accurately reflect their actual responsibilities on a regular or temporary basis, or they believe that their duties, responsibilities, or functions have been expanded, the employee may request the opportunity to discuss the written job description and/or position with The Trevor Project People Team representative (or equivalent HR representative). A Union representative may participate in any such meeting, at the request of the employee. In such a meeting, the Union may only request additional compensation and/or modification to the employee's current title on a permanent or temporary basis to the extent the Union believes the wage rate and/or title are not appropriate for the job duties considering The Trevor Project's established pay scale and comparable roles and titles described in other job descriptions; such requested changes shall not conflict with any provision of this Agreement. Such requests will be made by the Union and considered by The Trevor Project in good faith. Any grievance arising under this Section 4 (including any arbitration and arbitration decision) shall be limited to whether the employee's duties, responsibilities, or functions (as defined solely by The Trevor Project), requires additional compensation or modification to the employee's title in order to be consistent with this Agreement and The Trevor Project's established pay scale and comparable roles. Any final settlement or arbitration decision modifying compensation or job title resulting from the grievance process shall be applied to be in effect at the then-next full pay period.

Section 5 Job Descriptions Upon CBA Effectiveness. Each member of the bargaining unit as of the effective date of this Agreement, shall receive a copy of, or have self-serve ready access (e.g., via a web-based portal) to, their written job description within thirty (30) days of the effective date of this Agreement.

ARTICLE 10

SENIORITY

Section 1 Seniority Date. For purposes of this Agreement, an employee's Seniority Date shall be the employee's first day of employment with The Trevor Project as either a bargaining unit or non-bargaining unit employee.

Section 2 Continuous Employment. Except as provided below, employees shall retain their original Seniority Date only while continuously employed by The Trevor Project. For purposes of this provision, employees shall be deemed continuously employed by The Trevor Project while on approved leave of absence from The Trevor Project so long as they remain employed by The Trevor Project during such leave.

Section 3 Seniority Date in Case of Layoff. Former employees who are laid off under Article 24 of this Agreement and are rehired by The Trevor Project in a bargaining unit position within nine (9) months will retain their original Seniority Date.

Section 4 Seniority Date in Case of Rehire. Separate from former employees rehired under Section 3, former employees who are rehired by The Trevor Project in a bargaining unit position under this Agreement will be given a new Seniority Date based on the total number of days of their employment by The Trevor Project preceding rehire any days between an employee being laid off and rehired under Section 3 above as days of employment). This provision will also apply to a former employee that is rehired in a non-bargaining unit position but later is transferred back to the bargaining unit.

Section 5 **Seniority in Case of Same Seniority Date.** If more than one (1) employee has the same Seniority Date, the last four (4) digits of the Social Security Number or Individual Taxpayer Identification Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

ARTICLE 11

HEALTH & SAFETY

Section 1 **Safety Environment.** The Trevor Project and the Union endeavor to have an equitable and inclusive safety environment in the workplace, where staff will feel prepared to work and will be comfortable bringing their true selves to work, and where physical and psychological safety will be considered appropriately.

Section 2 **Home Office Equipment.** Employees will be eligible to receive reimbursements relating to their home office (which may be used for ergonomic equipment) as provided in Article 23, Section 8. The Trevor Project will also provide reasonable accommodations for disabilities in compliance with applicable law.

Section 3 **Mental Health Support Resources.** The Trevor Project will maintain mental health support resources, which may be provided as part of health care offered to eligible employees consistent with Article 20, and which may include access to virtual and/or in-person mental health support services.

Section 4 **Policies and Protocols for Extenuating Circumstances.** During a global pandemic, public health emergency, political upheaval (protests, political violence, etc.), natural disasters, or similar occurrence, The Trevor Project may implement policies or protocols to comply with applicable laws or otherwise address health, safety, and wellness concerns. In the event The Trevor Project implements such policies or protocols, at the request of the Union, The Trevor Project shall meet and bargain over the effects of such policies or protocols including, but not limited to, as applicable, testing, vaccinations, personal protective equipment, establishing medical exemptions, accommodations for sincerely held beliefs, and safety measures, within five (5) days of the request.

Section 5 **In-Person Events.** The Trevor Project and the Union understand that some positions include responsibilities that require in-person events. The Trevor Project will take health and safety into account when considering its decisions relating to in-person events. Any in-person events controlled by The Trevor Project that employees will be asked to attend shall have safety protocols in place. Staff shall have the opportunity to request to opt out of, or attend virtually if practicable, any non-essential in-person event if the employee has reasonable public safety concerns or health concerns, and the Trevor Project may request additional information concerning the nature of the request.

Section 6 **Employee Expected Travel.** The Trevor Project and the Union understand that some positions include responsibilities that require travel. The Trevor Project will take health and safety into account when considering its travel policies and requirements. The Trevor Project will also provide reasonable accommodations for disabilities in accordance with applicable law.

Section 7 **Labor Management Committee.** Employees and the Union may also bring concerns and recommendations about employee health, physical safety, and wellness to management via the Labor-Management Committee.

ARTICLE 12

CRISIS SERVICES RESOURCES

- Section 1** **General Resources.** Crisis Services direct service employees (Crisis Workers and Supervisors) will have access to (i) resources and guides to learn and practice wellness, resiliency, grounding, and self-care; and (ii) opportunities to participate in hosted case consultation groups (process groups) to discuss matters such as themes that arise in suicide intervention work, case consultation, psycho-education, skill building, connection with peers, and compassion fatigue mitigation strategies.
- Section 2** **Individual Resources.** Crisis Services employees engaging in direct service work (i) will have the opportunity to debrief with managers, Team Leads, Supervisors, or other experienced direct service staff, as designated by The Trevor Project (provided such staff are not currently monitoring a conversation with safety concerns, subject to direction of management), after a difficult conversation with a crisis contact; and (ii) will be allowed a 15 minute paid break following a particularly difficult conversation with a crisis contact (e.g., a conversation with an abusive contact, a confirmed loss of life, etc.) pursuant Article 15, Hours of Work.
- Section 3** **Training.** Crisis Services direct service employees will receive annual trainings and retrainings relating to crisis services as determined by management.
- Section 4** **Misuse of Service Policies.** The Trevor Project will maintain policies and protocols addressing misuse of service (e.g., abusive contacts, use of services for sexual gratification) by contacts.
- Section 5** **Feedback.** The Trevor Project may host a forum periodically where the Trevor Project may solicit and Crisis Services employees may share feedback, ideas, suggestions for updates to crisis services-related policies and procedures. To facilitate efficient and effective participation, The Trevor Project will determine the number of participants, periodically rotating participants, and eligibility for participation based on role and experience. Participation by employees is voluntary. For clarity, employees who participate in this forum do not have decision making power and are not authorized to bargain collectively.
- Section 6** **Labor Management Committee.** Employees and the Union may also bring concerns and recommendations about crisis services resources to management via the Labor Management Committee.

ARTICLE 13

PROFESSIONAL DEVELOPMENT

- Section 1** **Training and Professional Development.** Employees in the bargaining unit will be provided a minimum of six (6) trainings or other professional development opportunities annually, to the extent deemed necessary by The Trevor Project. These trainings and professional development opportunities may take a variety of forms at The Trevor Project's discretion, for example: they may be skill-based, job-related, and help the employees to develop their skills, abilities, and talents to the fullest extent possible to increase employment security based on current responsibilities of the employee; they may provide the employee with additional skills relevant to other related positions; they may provide the employee with knowledge and skills relevant to the employee's position, The Trevor Project's programs, departments, or systems, nonprofits in general, or cultural competencies; they may be internal or external; they may be formal, informal, or online.
- Section 2** **Professional Development and Performance Reviews.** Opportunities for employee professional development will be encouraged by managers to the extent they pertain to and contribute to current and developing work. Each employee and their manager (or their designee) will discuss appropriate performance development goals in connection with the employee's annual performance review, and professional development will be taken into account in performance reviews as applicable.

Section 3 Labor Management Committee. The Labor-Management Committee will discuss matters relating to professional development to the extent desired by the Parties, including the application and approval process to ensure development opportunities are provided consistent with this Article.

ARTICLE 14

REMOTE WORK LOCATION

Section 1 Remote Work Program.

- A. Employees in the bargaining unit will continue to work remotely (subject to required travel) during the life of this Agreement; unless the Parties agree to discontinue such program sooner.
- B. The Trevor Project may open new positions that have in-person requirements (including in-person versions of current positions). In no event shall the creation of any in-person position result in the termination or layoff of a remote work employee, nor shall it result in the assignment, transfer, or restructuring of a remote employee into an in-person position. The Trevor Project shall notify the Union of any plans to create such an in-person position and will meet and bargain with the Union over the effects to the extent not covered in this Agreement.

Section 2 Remote Work Requirements. In any working from home arrangement, the following provisions will apply:

- A. Employees must designate their residence / primary work location when they begin employment, and if they are relocating, employees must give the People Team at least thirty (30) days' written notice, or as soon as practicable thereafter in extraordinary circumstances, and also update their address and tax information. Employees may only work from the continental United States, or Hawaii, and Alaska, unless they have received approval from the People Team and comply with any relevant requirements and policies of The Trevor Project relating to such remote work.
- B. The Trevor Project will provide the employee with an organization laptop, headset (if requested), and other IT equipment determined by The Trevor Project to be necessary for the employee's work. Employees must use due care to reasonably protect equipment from damage, loss, and theft and must report loss or theft immediately. Employees must take every precaution to ensure the security of The Trevor Project data and comply with all relevant employer policies and procedures relating to security and technology, including, but not limited to, working in a private location, using only organization-provided technology (not personal devices) and software as specified by The Trevor Project, and using only private networks (unless approved by The Trevor Project otherwise).
- C. Employees will receive reimbursements relating to their home office (which may be used for ergonomic equipment) as provided in Article 23, Section 8. The Trevor Project will also provide reasonable accommodations for disabilities in compliance with applicable law.
- D. Employees are responsible for obtaining and maintaining a suitable environment sufficient to carry out their work remotely, including an appropriately private location and internet service in accordance with The Trevor Project's requirements that is sufficient to carry out their work successfully.

In the event of any power outage, internet failure, or other technical or weather-related issue preventing the completion of work that is outside of the control of the employee, the following will apply:

1. The employee must notify their manager promptly and work diligently to fix the issue and/or seek a work-around.
2. If the employee cannot undertake their work from their usual remote work location or another environment within fifteen (15) miles of that location (e.g., a relative's home with wifi) that is conducive to accomplishing the work effectively in accordance with The Trevor Project IT and Technology policies (or as otherwise approved by The Trevor Project):

- a. wages will continue to be paid for up to three (3) workdays, with a maximum of three (3) workdays in any 12-month period;
 - b. after exhausting three (3) paid workdays in any 12-month period, the employee will be required to use paid PTO (vacation or floating holidays), sick time, or unpaid personal leave (as specified in Article 19) for up to thirty (30) days after the applicable issue occurred.
3. The employee shall continue to work collaboratively with their manager to address the impact of the delay and work on potential alternative measures to reduce the impact of a temporary disruption.
 4. If complying with this provision, employees will not face disciplinary action for temporary and infrequent disruptions.
- E. In the event of an issue with an organization-provided device or The Trevor Project's systems that prevents an employee from carrying out their work successfully, the employee must notify their manager immediately and report the issue to the Tech team immediately per the appropriate process, work diligently and collaboratively with their manager and the Tech team to address the issue, including fixing the issue and suitable work-arounds, and comply promptly with The Trevor Project's reasonable instructions. Employees will not be disciplined for not completing work, and will be paid for regularly-scheduled work they were unable to complete, due to an issue with The Trevor Project's technology or systems not caused by the employee so long as the employee complies with this section.

ARTICLE 15

HOURS OF WORK

Section 1 **Hours of Operation.** The Trevor's Project operating hours are currently generally between 9:00 am and 6:00 pm local time, Monday through Friday, for administrative roles; given The Trevor Project's 24/7 services, some roles may have other hours. Hours of operation are at The Trevor Project's sole discretion. Employees are expected to work during their assigned work hours, be responsive and accountable for their work to management, and log into the applicable systems as specified by management.

Section 2 **Exempt Employees.** Exempt employees receive a salary that is intended to compensate them for all hours worked for The Trevor Project. Exempt employees' salaries are only subject to certain deductions in accordance with applicable federal and state law. The Trevor Project's Employee Handbook contains further details, and may be updated from time to time to reflect applicable federal and state law.

Section 3 **Work Hours and Breaks.** All non-exempt roles within the organization:

- A. Employees are expected to work their assigned shift schedules. Hours can be flexed outside of assigned shifts only with The Trevor Project's approval, on a case-by-case basis. All crisis services employees are expected to arrive ready to work at their assigned work start time, sign into the applicable crisis services platform within fifteen (15) minutes of their work start time, and remain logged in for the remainder of their workday (i.e., employees should not affirmatively log out during breaks).
- B. Employees will be allowed one (1) 15-minute paid rest break for each four (4) hours they are scheduled to work, which must be taken during that four (4)-hour period. (e.g., for most employees who work an 8-hour shift, this will be one (1) 15-minute rest break in the first half of the day and one (1) 15-minute paid rest break in the second half of their day).
- C. Employees will be allowed one (1) thirty (30) minute unpaid meal break, which must begin after the end of their second hour of work and before the start of their fifth hour of work.
- D. Employees must take the rest breaks and meal breaks referenced above, in the manner described above and as provided in their schedule or otherwise assigned by The Trevor Project (if applicable),

except with The Trevor Project's approval in its discretion, on a case-by-case basis, or when a direct service employee is active on a crisis interaction that is not transferred, and/or a debrief or conversation with management in which case the break will be scheduled as close as possible to the end of such interaction and the employee must notify the applicable manager.

- E. Employees engaged in direct service work may, from time to time, handle difficult conversations with contacts (e.g., confirmed death of a contact, abusive speech from a contact). If this occurs and the employee feels they need a break, they should coordinate with the applicable manager to potentially take their rest break or meal break earlier than scheduled, which may be done with The Trevor Project's approval in its discretion, on a case-by-case basis. To the extent not practical (e.g., they have already taken their applicable rest breaks or meal break, taking the break early would mean the break is not within the required time period for the applicable break, it would not be consistent with business need, etc.), they may take a separate paid self-care break of fifteen (15) minutes once per 8-hour shift, so long as they notify the applicable manager in writing to allow the manager to provide support if needed. With manager prior written approval only, in The Trevor Project's discretion on a case-by-case basis, self-care breaks may be longer than fifteen (15) minutes or, may be stacked with an employee's meal or rest breaks. The Trevor Project acknowledges that circumstances may arise where more than one self-care break per shift, or a longer self-care break, is appropriate, and managers will not unreasonably withhold approval.
- F. Crisis workers, shift supervisors, and any other direct service workers will have up to fifteen (15) minutes initial set-up time at the start of their shift. During the last thirty minutes of their shift, direct service workers will typically be scheduled for administrative time, during which they are not expected to take additional crisis interactions, and which time is typically used for wrapping up interactions and documentation, checking email, reviewing feedback, debriefs, and ad-hoc meetings with managers. If a direct service worker is already on a crisis interaction in the last thirty (30) minutes of their shift, they should generally, subject to The Trevor Project's protocols and manager direction, continue the conversation up until the end of their end of shift time at which point a transfer of the crisis interaction may be initiated when applicable. The Trevor Project may schedule additional administrative time at TTP's discretion and as instructed by The Trevor Project (e.g., to prioritize training time, process groups, when applicable). The Parties recognize there is a mutual need to clarify workflow processes and time management activities that are part of core working time and not administrative time (e.g., after-call work, other documentation, reports, etc.); the Labor-Management Committee will discuss this issue and work toward a mutually agreeable solution.
- G. To the extent applicable state law requires additional or longer breaks, The Trevor Project will comply with state law. Additional required break time will run concurrently with breaks already provided by The Trevor Project, except where prohibited by applicable law.

Section 4

Attendance. Employees are expected to be working during their assigned hours as scheduled. Attendance-related issues shall be subject to discipline for just cause only, including the progressive discipline process as per Article 26 (attendance issues will be considered within any 12-month period) and in accordance with The Trevor Project's attendance policies.

- A. Generally, each unexcused absence may result in one step in the progressive discipline process.
- B. Unexcused absences also include when absent from work without having adequate appropriate paid time off, or unpaid time the employee is entitled to, to cover the absence (e.g., Sick Time, PTO, FMLA or state/municipal-required leave, etc. as applicable). An employee may apply appropriate accrued paid time off (e.g., PTO or Sick Time to the extent applicable) to an unexcused absence so that the employee is paid for as much time as possible.
- C. A full-time non-exempt employee may take up to 8 (eight) unpaid hours off before being disciplined for merely not having adequate time off; provided that the employee obtains prior written approval from their manager, which may be granted in The Trevor Project's discretion subject to business need.

- D. Employees who are absent for three (3) or more days in a row may be required to provide a note from a medical professional verifying the need to miss work. Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment and it will be recorded as such in The Trevor Project systems, unless there are exceptional circumstances preventing the employee from adhering to the notice provisions above.

Section 5 Work Schedules.

- A. The determination of hours and days to be worked, scheduling of time within an employee's workday, and any revisions thereof shall be determined exclusively by The Trevor Project based on business needs.
- B. **Shift Bidding Process.** The Trevor Project will endeavor to follow the following shift bidding process with respect to assigning schedules for shift-based employees in the Crisis Intervention vertical, provided that it may deviate from this process as required for business needs:
 - 1. The Trevor Project will request all relevant employees (i.e., employees in interchangeable roles for the purposes of scheduling) to provide their preferences for the upcoming schedules, prior to finalizing them.
 - 2. Once employees provide their preferences, The Trevor Project will finalize creating the schedules and will assign them to the employees based on the following considerations:
 - a. Employees with approved schedule-related reasonable accommodations (i.e., disability and religious accommodations) pursuant to this Agreement will have their schedules assigned first.
 - b. It will be a condition of giving preference for reasonable accommodations granted after the signing of this Agreement for the Union to be involved in the process to ensure fairness and guarantee this Agreement is respected. However, the determination to grant or deny a reasonable accommodation rests upon management and will be done in accordance with applicable law.
 - c. For reasonable accommodations generally: If The Trevor Project determines, in its discretion, that a schedule-related reasonable accommodation can be implemented without rearranging schedules, it will do so; if not, The Trevor Project will ask relevant employees if anyone is willing to volunteer to switch schedules to allow for the accommodation to be implemented, and if they are, the accommodation will be implemented sooner; otherwise, the accommodation will be implemented through the next shift bidding cycle contemplated in this Section 2.
 - d. Then the work schedules will be assigned on the basis of seniority as defined in Article 10.
 - 3. The assigned work schedules shall be provided by The Trevor Project to applicable employees at least four (4) weeks prior to the start of the work period covered by the schedule; provided The Trevor Project may give less notice for short-term schedule changes or if required for business need. Such schedules shall include the starting and ending time of each of the shifts making up the scheduled workweek.
 - 4. If a new shift become available outside of the standard shift bidding cycle (e.g., if an employee exits and The Trevor Project determines the shift needs to be filled), The Trevor Project may make a one-off request to relevant employees to see if anyone would like the newly-available shift, and if one or more employees bids on the shift, it will be assigned using the principles in 2(a) and (b) above. For clarity, existing employees will be given priority for newly-available shifts over candidates / new hires.
 - 5. To the extent The Trevor Project determines employees will need to work on observed holidays (the holiday itself and/or the day on which the organization observes the holiday), this will be subject to a different bidding process than above: first, The Trevor Project will request relevant

employees to provide their preferences; then, those wishing to work holiday shifts will be assigned to them in seniority order; then, if there are still unfilled holiday shifts, they will be assigned in order of preference in seniority order, provided that, to the extent practicable, holiday shifts will be distributed equally among all relevant employees and no employee will need to work both Thanksgiving Day and Christmas Day.

- C. **Changing Work Schedules.** A work schedule for any employee may also be changed if the employee, or the Union on behalf of the employee, so requests, and The Trevor Project agrees, in its sole discretion.
- D. **Shift Swaps.** Employees may swap their daily or weekly work schedule, on a temporary basis for a duration of up to thirty (30) days, from time to time, subject to The Trevor Project's approval and the following conditions:
 - 1. Both employees must mutually agree to the proposed change and submit a written request detailing the proposed schedule change to their direct managers at least one (1) week in advance of the intended swap date(s) (unless The Trevor Project allows for less notice, at its discretion).
 - 2. The swap must not create additional overtime.
 - 3. The swap must be approved in writing by The Trevor Project, at The Trevor Project's discretion based on operational need.
 - 4. If the request is approved, employees must follow The Trevor Project's protocols for documenting the shift swap.

Section 6 Overtime.

- A. The Trevor Project has the right to require employees to work overtime as it determines appropriate for business needs.
- B. Non-exempt employees shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of forty (40) hours within the workweek; to the extent applicable law requires a higher rate of pay for other circumstances, The Trevor Project will comply with such requirements.
- C. There shall be no pyramiding, compounding, or double payment of any overtime payments.
- D. Any overtime will require prior written authorization from The Trevor Project, which it may grant in its discretion. From time to time, The Trevor Project may pre-authorize (and withdraw or modify) standing overtime allowances in writing (e.g., direct service workers on X team may be pre-authorized up to X hours of overtime per week for crisis interactions extending past the end of their shift). For clarity, overtime is not guaranteed.
- E. Employees must note the reason for overtime in their timesheets.

Section 7 Exchange Time.

- A. Exchange time is unpaid time off that a non-exempt employee may request to make up for time when the employee is required to work additional time on a regular or non-regular workday. Exchange time must be taken within the same workweek (Sunday through Saturday) as the additional time worked and may not be carried over to any other workweek. Exchange time may be used instead of an employee otherwise working additional hours that would result in overtime pay, subject to the applicable laws. Exchange time is not typically appropriate for all shift-based roles, but may be appropriate for administrative roles.
- B. Exchange time is at the discretion of The Trevor Project and an employee must obtain their manager's advance written approval of the amount of exchange time that will be provided and when it will be used. Exchange time will not be paid out at termination for any reason.

Section 8 Compensatory Time.

- A. Compensatory time is time off that an exempt employee may request to make up for substantial time (three (3) hours or more) for (i) travel and/or attendance at meetings on a regular non-work day or day

on which The Trevor Project observes a holiday; (ii) travel and/or attendance at meetings on a regular work day outside the employee's regular work hours that are not a routine part of the employee's usual job responsibilities; (iii) work on a regular work day that is required by the employee's manager to be completed outside of regular work hours.

- B. Compensatory time is at the discretion of The Trevor Project and an employee must obtain their manager's prior written approval of the amount of compensatory time that will be provided and when it will be used. Compensatory time may be provided for up to eight (8) hours per day.
- C. Compensatory time must typically be used within one (1) week before and three (3) weeks after the date on which the work and/or travel outside the employee's regular work days or hours occurred. Compensatory time will not be paid out at termination for any reason.

Section 9

Lactation Period. The Trevor Project will provide a reasonable amount of break time to accommodate an employee's desiring breast/chest feeding for the employee's infant child in accordance with applicable law and any more generous requirements as provided in The Trevor Project's Employee Handbook. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, The Trevor Project will provide additional paid break time for the employee. The Trevor Project will make reasonable efforts to provide employees required to work in-person with the use of a room for location other than a toilet stall for the employee to express breast/chest milk in private, as well as access to a refrigerator. This location may be the employee's private office, if applicable. Employees should advise management if they need additional break time and an area for this purpose. Upon request, The Trevor Project will ensure access to a refrigerator.

ARTICLE 16

HOLIDAYS

Section 1

Holidays

- A. The Trevor Project will observe the following paid holidays for regular, full-time employees:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Harvey Milk Day
 - 5. Memorial Day
 - 6. Juneteenth
 - 7. Independence Day (July 4)
 - 8. Labor Day
 - 9. Thanksgiving
 - 10. The day after Thanksgiving
 - 11. Christmas Eve
 - 12. Christmas Day
 - 13. New Year's Eve
- B. If a holiday falls on a Saturday or Sunday, The Trevor Project will designate and observe the holiday on the preceding Friday or the following Monday.

- C. Due to the nature of The Trevor Project's programs, employees working on some teams may be required to work during these days.
 - 1. Non-exempt employees who are required to work on the day The Trevor Project observes a holiday will be (a) paid for all time worked at 1.5 times their straight time pay rate and (b) entitled to take alternative paid time off in the amount of hours they worked, which must be used within one (1) week before and three (3) weeks after the holiday.
 - 2. Non-exempt employees who are required to work on a holiday where The Trevor Project observes the holiday on a different day will be paid for all time worked at 1.5 times their straight time pay rate (but are not entitled to take alternative paid time off).
 - 3. Exempt employees who work a significant amount of time (three (3) hours or more) on a day when The Trevor Project observes the holiday may take alternative holiday time, as specified in the compensatory time section of Hours of Work Article 15. Exempt employees who work on a holiday where The Trevor Project observes the holiday on a different day will not be entitled to alternative holiday time.
- D. Non-exempt employees who work five (5) days during a workweek (Sunday - Saturday) where The Trevor Project observes a paid holiday but do not work on the holiday and they do not work on the day on which The Trevor Project observes the paid holiday will be entitled to an alternate paid holiday day, which must be used within one (1) week before and three (3) weeks after the holiday.
- E. Regular part-time, non-exempt employees are generally not expected to work on observed holidays and will not receive paid time for these days. If a regular part-time, non-exempt employee is required to work on a day when The Trevor Project observes a holiday, they will be paid for all time worked at 1.5 times their straight time pay rate.
- F. Premium holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. (To the extent applicable state law requires a higher rate of pay for holidays, The Trevor Project will comply with that requirement.)

Section 2 Wellness Week.

- A. Each year, The Trevor Project may, at its sole discretion, decide whether or not to designate a wellness week (i.e., 5 consecutive days of work) which will involve closure of administrative functions of its operations.
- B. Employees working on some teams may be required to work during a designated wellness week, and in such cases, such employees will be assigned an alternative week.

Section 3 Employees are not compensated for any unused holiday or wellness week time at the end of employment with The Trevor Project or at any other time.

ARTICLE 17

PAID TIME OFF

Section 1 Vacation.

- A. Regular full-time employees accrue vacation beginning on their start date based on their employment status as follows:
 - 1. Exempt employees accrue vacation at a rate of 5.54 hours per pay period, equivalent to eighteen (18) days per calendar year); and

2. Non-exempt employees accrue vacation at a rate of 0.7 hours per hour worked, not including overtime hours (equivalent to eighteen (18) days per calendar year assuming such employee works 40 hours per week). Vacation, sick time, and other paid time off count as time worked for purposes of calculating vacation accrual.
- B. Vacation accrues as time is worked. An employee's maximum accrual amount for vacation time is equal to 1.5 times their annual accrual amount, equivalent to twenty-seven (27) days assuming an employee accrues vacation at eighteen (18) days per year. Once the maximum accrual amount has been reached, no additional vacation will accrue until previously accrued vacation is used to bring the employee's vacation accrued below the maximum. Retroactive credit will not be given for any period of time in which the employee does not accrue vacation because they were at the maximum.

Section 2 Floating Holidays.

- A. Regular full-time employees will receive two (2) floating holidays per year of employment which can be used right away.
- B. The maximum accrual amount for floating holiday time is equal to 1.5 times the annual amount (i.e., three (3) days). Once the maximum amount has been reached, no additional floating holiday time will be provided until previously accrued floating holiday time is used to bring the employee's floating holidays accrued below the maximum. Retroactive credit will not be given for any period of time in which an employee does not receive floating holiday time because they were at the maximum.

Section 3 Requesting PTO.

Prior to using any vacation or floating holidays (collectively, "PTO"), employees must obtain written approval from their manager and must follow the applicable policies and procedures relating to requesting paid time off. PTO may be taken in a minimum of 2-hour increments. All requests must be submitted through The Trevor Project's designated system (currently ADP) once approved by the employee's manager.

- A. Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take time off with their manager as early as possible.
- B. All requests for PTO must be submitted in writing by the employee to their manager (i) at least two (2) weeks in advance for requests of three (3) days or fewer and (ii) at least three (3) weeks in advance for requests of more than three (3) days. PTO requests will be granted subject to operational considerations, subject to holiday-related scheduling, including ensuring adequate coverage of jobs and staff requirements, reasonably in good faith on a first-come, first-served basis.
- C. In the case where a request is submitted with less notice, the manager shall retain the right to approve or deny it at their discretion. Managers will make a good faith effort to collaborate with an employee to reschedule any denied request.
- D. PTO may not be taken during an employee's last five (5) days of employment without prior written approval of The Trevor Project, and may not be used to extend an employee's last day of employment.

Section 4 Approved PTO taken under this article will not be taken into consideration when determining promotion opportunities in the future.

Section 5 Overtime Status and Accrual During Leave. PTO is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. PTO does not accrue during unpaid leaves of absence or other periods of inactive service (e.g., military leave or disability leave).

Section 6 Payout Upon Termination. Upon termination of employment, employees will be paid for all PTO that has accrued but remains unused through the last day of work, at the employee's regular rate of pay at the time of termination of employment.

SICK TIME

- Section 1** **Eligibility.** All employees (including regular, temporary, full-time, and part-time employees) become eligible for paid safety and sick time (“Sick Time”) at the start of employment.
- Section 2** **Accrual Rate.** Sick Time accrues at a rate of 1 hour for every 18.5 hours worked, up to a maximum of one hundred and twelve (112) hours (the equivalent of fourteen (14) workdays, assuming an 8-hour workday) annually. The number of hours a non-exempt employee is deemed to work each week will be based on all hours worked (including overtime hours) and paid time off, as indicated in The Trevor Project’s records. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case Sick Time will accrue based on the number of hours in their normal workweek. The maximum annual total accrual amount for sick time at any given time is up to 1.5 times the annual maximum (i.e., an employee may have a maximum of one hundred sixty-eight (168) hours of accrued and unused sick time at any time). Once the maximum accrual has been reached, no additional sick time will accrue until previously accrued Sick Time is used. Retroactive credit will not be given for any period of time in which the employee does not accrue sick time because they were at the maximum.
- Section 4** **Use.** Sick Time is to be used for an employee’s: illness and injuries, physical and mental healthcare (e.g., healthcare or medical appointments, tests, inpatient care); the birth, adoption, or placement of a child; to care for an eligible family member with an illness, injury, or health condition; childcare as a result of an unexpected school closing or sudden childcare provider unavailability (not regular school holidays or breaks); use related to the employee or employee’s eligible family member being a victim of domestic or family violence, sexual assault, or stalking; use in obtaining services from a victim services organization; relocation due to domestic or family violence or sexual assault; participation in legal proceedings related to or resulting from domestic or family violence or sexual assault; and other qualifying reasons under applicable law.
- Section 5.** **Eligible Family Members.** For purposes of this Article, “eligible family members” include a:
- A. Spouse
 - B. Biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*
 - C. Biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse, registered domestic partner, or partner through a civil union, or a person who stood *in loco parentis* when the employee was a minor child
 - D. Sibling or step sibling
 - E. Grandparent or grandchild
 - F. Registered domestic partner or partner through a civil union (as defined by state or local law), as well as the child or parent of a registered domestic partner or partner through a civil union
 - G. An individual related to the employee by blood or affinity whose close association with the employee is equivalent to a family relationship
- Section 6** **Sick Time Increments.** Sick Time may be used in increments of thirty (30) minutes or greater to cover all or just part of a workday.
- Section 7** **Notification.** Employees unable to report to work because of injury or illness must notify their manager prior to their scheduled starting time and according to the applicable procedures for calling in sick.
- Section 8.** **Documentation.** For absences of more than three (3) consecutive days due to illness or injury not connected with employment, a certification from a health care provider may be required. The certification must state that the employee was under the provider’s care or treatment for the days in question and that it is the provider’s

recommendation that the employee remain out of work. A health care provider's certification may also be required in other circumstances. The Trevor Project may also require a release from the employee's health care provider before the employee is permitted to return to work.

Section 9 **Applicable Law and Concurrent Leave.** For employees working in a jurisdiction that has a mandatory sick and/or safe leave law or a jurisdiction that defines how sick and safe time may be used or accrued, The Trevor Project will comply with all legal requirements, including providing greater or different benefits than those indicated here. In such a situation, to the extent permitted under applicable law, the leave the employee is entitled to under the law may run concurrently with the leave provided under this Article. When applicable, Sick Time taken under this Article will run concurrently with available FMLA and/or state family medical leave and/or other legally-required leave.

Section 10 **Additional Sick Time.** To the extent applicable law requires additional Sick Time to be provided, or The Trevor Project otherwise deems it appropriate to provide additional Sick Time on a non-permanent basis, The Trevor Project may implement corresponding policies to provide additional Sick Time, and may alter and/or withdraw such policies once no longer required by applicable law or no longer deemed appropriate by The Trevor Project in its sole discretion, provided that it is consistent with Trevor's approach for general non-union staff.

Section 11 **Treatment Upon Separation.** Employees are not compensated for unused Sick Time at the end of employment with The Trevor Project or at any other time. If an employee ends their employment with The Trevor Project, and is then rehired by The Trevor Project within twelve (12) months, previously accrued but unused Sick Time will be reinstated. Rehired employees will be allowed immediate use of this time and to accrue additional Sick Time upon rehiring, consistent with the use and accrual limitations of this Article.

ARTICLE 19

LEAVES OF ABSENCE

Section 1 **Eligibility.** Employees will be eligible for leave as provided below. To the extent any different or additional leave is required by applicable law, The Trevor Project will comply with such law. Any leave of absence under this policy will run concurrently with any leave granted under federal, state, or local law (including the federal FMLA and state paid family leave law), to the extent permitted by law.

Section 2 **Treatment of Leave.** The Trevor Project will continue all medical, dental, vision and other benefits in which an employee is enrolled during approved Trevor-paid leaves, and for up to twelve (12) weeks during approved unpaid (by The Trevor Project) leave(s), subject to the employee's contribution as provided in this Agreement. To the extent a longer period of benefits continuation may be required by applicable law in connection with a specific leave of absence, The Trevor Project will comply with such law. Employees will continue to accrue PTO and Sick Time during approved Trevor-paid leaves. Employees will not accrue PTO and Sick Time during any approved unpaid (by The Trevor Project) leave(s). Employees will not be paid out for leaves under this Article at the end of employment with The Trevor Project or at any other time.

Section 3 **Requesting Leave.** Employees must follow applicable procedures for requesting and providing documentation relating to leaves of absence, as provided in The Trevor Project's Employee Handbook and other policies. The Trevor Project may require documentation supporting the leave, except as prohibited by law.

Section 4 **Return from Leave.** Upon return from an approved leave of absence, an employee shall be reinstated to the same position the employee held when the leave commenced with the same rate of pay, or to an equivalent position with an equivalent rate of pay, or as otherwise required by applicable law; except with respect to discretionary leaves (or extensions thereof) where The Trevor Project conditions the approval of such leave to not guarantee the reinstatement to the same position to the employee. Subject to and in accordance with applicable law, an employee who has taken a protected leave of absence shall have no

greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed.

Section 5 Additional Discretionary Leaves. The Trevor Project may decide from time to time, in its sole discretion, to make available additional leave options to all general staff (both union and non-union) and/or to discontinue making such additional leave options available to all general staff, on terms determined by The Trevor Project.

Section 6 Paid Parental Leave.

- A. Full-time employees are eligible for paid parental leave if, at the time of the birth, adoption, or placement of a child:
 - 1. they have been actively employed by Trevor for the past twelve (12) months in a non-temporary position; and
 - 2. they worked at least 1250 hours over the past twelve (12) months.
- B. Parental leave may be used for the birth, adoption, or foster care of an eligible employee's child within 12 (twelve) months following the birth or placement of the child (as applicable), in addition to any related and applicable reason covered by an applicable state family/medical leave law.
 - 1. "Child," for purposes of this parental leave policy, means a biological, adopted, or foster child.
 - 2. "Parent," for purposes of this parental leave policy, means a biological, adoptive, step, or foster parent. Employees may only take one parental leave for birth, adoption and/or fostering of the same child (e.g., an employee fosters and then later adopts a child; an employee's spouse gives birth and the employee later formalizes a second parent adoption). Employees may not take parental leave for formal adoption of a child of a partner they were already living with.
- C. Eligible employees may take up to fourteen (14) workweeks of paid parental leave per twelve (12) month period, which period shall begin on the date of the employee's first use of the leave and end twelve (12) months after that date, at the pay rate in place as of the beginning of their leave.
- D. Eligible employees may take paid parental leave under this policy intermittently, which means taking leave in blocks of time. Leave may be used in no more than three (3) blocks with a minimum of four (4) weeks at a time and must still be used within twelve (12) months of the birth, adoption, or placement of the child.
- E. Trevor will continue making contributions to an employee's group health benefits during their leave on the same terms as if the employee had continued to actively work.
- F. The employee's length of service as of the start of their parental leave will remain intact.
- G. Employees will continue to accrue benefits such as PTO and Sick Time while on parental leave.
- H. All payments of The Trevor Project's wage replacement benefit programs (e.g., short-term disability benefits), applicable state-sponsored programs, and The Trevor Project's paid parental leave will be integrated so that employees receive no greater compensation than their regular compensation during periods of leave. The Trevor Project's wage replacement benefit programs may not be used to extend the length of paid parental leave, except as required by applicable law. Employees are not permitted to use accrued PTO or Sick Time to extend their parental leave.

Section 7 Bereavement Leave. Full-time employees will be provided with a total of up to five (5) days (forty (40) hours) of bereavement leave per year of employment; and part-time employees will be provided with a total of up to 2.5 days (twenty (20) hours) per year of employment; to grieve the loss of person(s) in their life who are related to the employee by blood or affinity and whose close association with the employee is equivalent to a family relationship. Bereavement leave must be used within six (6) months of the applicable loss.

Section 8 FMLA Leave. Employees who are eligible for leave under the provisions of the Family and Medical Leave Act of 1993 (FMLA) will be provided with leave in accordance with the FMLA (as amended) and, in accordance with and subject to The Trevor Project's policies relating to FMLA leave. As set forth in Section 2 above,

PTO and sick time shall not accrue during any period of unpaid (by The Trevor Project) FMLA leave. Exempt employees using intermittent FMLA leave shall accrue a prorated amount of PTO and sick time based on the number of hours of worked in a workweek, if any.

Section 9 **Jury Duty / Witness Leave.** Full-time and part-time employees will receive up to five (5) paid days away from work to serve on a jury and up to three (3) paid days away from work to serve as a witness per year of employment. The Trevor Project will be entitled to credit any mileage allowance, fees, or other amounts paid to an employee for jury or witness duty against any payments made to employees by The Trevor Project. Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury duty or witness duty.

Section 10 **Military Leave.** The Trevor Project will provide employees with military leave in accordance with the requirements of applicable law. An employee's benefits will be handled in accordance with applicable law and policy of The Trevor Project during any period of military leave.

Section 11 **Organ and Bone Marrow Donor Leave.** The Trevor Project will provide leave to employees donating an organ or bone marrow to another person to the extent required by applicable law.

Section 12 **Personal Leave.** Personal leave of up to four (4) weeks (20 workdays) for reasons other than those provided in this Agreement may be granted, and extended if deemed appropriate by The Trevor Project, in extraordinary circumstances at the sole discretion of management. Personal leave is unpaid. An employee must exhaust accrued PTO and any applicable other Trevor-paid leave before beginning a personal leave of absence. Vacation, holiday, and sick time will not accrue during personal leave.

Section 13 **Domestic Violence Leave.** If an employee has been the victim of domestic violence and has exhausted their Sick Time, The Trevor Project will permit the employee to take additional leave to the extent required by law.

Section 14 **Voting Leave.**

- A. On days when elections for public office are scheduled throughout the state, county, city or town in which the employee works, the employee will be granted up to two (2) hours of paid time off to vote only if they do not have sufficient time to vote outside of working hours, up to eight (8) hours per year.
- B. For the purpose of this Agreement, an employee is deemed to have "sufficient time to vote" if an employee has four consecutive hours to vote either from the opening of the polls to the beginning of their work shift, or four consecutive hours between the end of a working shift and the closing of the polls. Poll open times include early voting times prior to elections.
- C. Elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections.
- D. Employees are encouraged to vote by mail, if available.

ARTICLE 20

MEDICAL, DENTAL, AND VISION BENEFITS

Section 1 **Governance of Benefits.** Benefits provided in this Article will be governed in accordance with the terms of the underlying insurance policies and/or other governing plan documents ("Plan Documents"). In the event of a conflict between the Plan Documents and any Summary Plan Description or other description of benefits, the Plan Documents will control, subject to the limitations set forth in this Agreement.

Section 2 **Medical, Dental, Vision Insurance.** The Trevor Project will offer medical, dental, and vision insurance to eligible employees and their spouses, dependents, and other qualifying family members on the following terms:

- A. **Payment of Premiums.** There will be no changes to the premium percentages for the plan year beginning on June 1, 2025. Beginning on June 1, 2026, The Trevor Project will contribute the following percentage of the premiums for medical coverage for eligible employees and their spouses, dependents, and other qualifying family members. Employees will be notified of their portion of premiums during open enrollment.

Tier 1. For all employees in direct services roles or in Coordinator or Associate levels (as indicated in the Compensation provision):

Medical	Employee's Contribution %	
	Year 2 (Beginning June 1, 2026)	Year 3 (Beginning June 1, 2027)
Employee Only	8%	10%
Employee + Child(ren)	24%	24%
Employee + Spouse	26%	26%
Employee + Family	33%	33%

Tier 2. For all employees not in Tier 1 (above), with a salary/pay rate of less than \$100,000 annualized:

Medical	Employee's Contribution %	
	Year 2 (Beginning June 1, 2026)	Year 3 (Beginning June 1, 2027)
Employee Only	10%	12.5%
Employee + Child(ren)	24%	24%
Employee + Spouse	26%	26%
Employee + Family	33%	33%

Tier 3. For all employees with a salary/pay rate of \$100,000 or higher, annualized:

Medical	Employee's Contribution %	
	Year 2 (Beginning June 1, 2027)	Year 3 (Beginning June 1, 2028)
Employee Only	12.5%	15%
Employee + Child(ren)	24%	24%
Employee + Spouse	26%	26%
Employee + Family	33%	33%

- B. The Trevor Project will continue to pay 100% of premiums for eligible employees for dental and vision.
- C. The Trevor Project shall not increase the cost of the employee share of premiums for medical coverage by more than 15% in any year of the Agreement for any tier or coverage level, regardless of salary tier. Any proposed increase above this threshold, the parties will negotiate in good faith.
- D. The parties will discuss issues related to health care during the life of this Agreement pursuant Appendix C, Letter of Agreement on Health Care Discussions and Alternative Health Care Options.

Section 3

HRA Plans. For employees enrolled in a Health Reimbursement Account medical plan (HRA), The Trevor Project will continue to contribute at least \$1000 to each such employee's HRA.

- Section 4** **FSA.** Flexible Spending Account (FSA) will continue during the term of this Agreement under materially the same terms and conditions as provided on the Effective Date of this Agreement.
- Section 5** **Short Term Disability (STD).** The Trevor Project will continue to provide STD benefits during the term of this Agreement to all employees, with no premium cost to the employee, under the same terms and conditions as provided on the Effective Date of this Agreement.
- Section 6** **LTD, Life Insurance, AD&D.** The Trevor Project will continue to provide Long Term Disability (LTD), Life Insurance (LI) and Accidental, Death and Dismemberment Insurance (AD&D), during the term of this Agreement, under materially the same terms and conditions as provided on the Effective Date of this agreement.
- Section 7** **EAP.** During the term of this Agreement, The Trevor Project will continue to provide the Employee Assistance Program under materially the same terms and conditions as provided on the Effective Date of this Agreement, unless such benefits are discontinued or modified for all The Trevor Project employees.
- Section 8** **Changes to Insurance Carriers and Service Providers.** The Trevor Project has the right to change insurance carriers or service providers, including potential move to a PEO, as long as: (a) the level of benefits is not materially reduced during the term of this Agreement, and (b) the change is equally applicable to bargaining unit and non-unit employees. To the extent necessary, the parties will meet and bargain over the effects and implementation of such decision. The Trevor Project will provide at least a fourteen (14) day notice of such change to the Union.
- Section 9** **Changes to Benefit Plans.** The Trevor Project may implement mandatory changes to its benefit plans, programs and/or policies under this Article, meaning those required by law or required by the applicable carrier or service provider. The Trevor Project will notify the Union promptly upon notice of any such mandatory changes, and upon request, will bargain with the Union about the effects of such changes to the extent necessary and not otherwise addressed above. In the event that, during the term of this Agreement, The Trevor Project proposes to amend any of the employee benefit plans, programs and/or policies provided in this Article or otherwise intends to implement discretionary changes The Trevor Project will notify the Union of its proposal before implementing it. In the event the proposed change does not fall within Section 8 above, The Trevor Project will provide the Union a period of fourteen (14) calendar days for bargaining on said proposal, provided, however, that no amendment may be made in the employee benefit plans, programs and/or policies which would materially reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union, without its consent.
- Section 10** **Benefits Sections and Changes.** Eligible employees have up to thirty (30) days from their start date of employment to select their medical and dental plans. Once the selection is made, it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during The Trevor Project's annual open enrollment period and in connection with qualifying life events, in accordance with the terms of the applicable plan document.

ARTICLE 21

RETIREMENT BENEFITS

- Section 1** **403(b).** The Trevor Project will offer a 403(b)-retirement plan to eligible employees. Employees will be automatically enrolled unless they opt out during open enrollment.
- Section 2** **Matching.** The Trevor Project will match 100% of the employee's voluntary contribution to the plan up to three percent (3%) of the employee's total annual compensation, vesting over a 3-year period, according to the applicable plan documents.
- Section 3.** **Changes to Retirement Benefits.** The Trevor Project is considering potential changes to retirement benefits, including moving to a 401(k) program. The Trevor Project will give the Union notice of any material changes

and upon request, will bargain with the Union over such changes. The parties will bargain for a period of thirty (30) calendar days on said proposal, provided that no amendment may be made in the employee retirement plans, programs and/or policies which would materially reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union, without its consent; provided further that the Union will not unreasonably withhold, delay, or condition approval. The Parties may also discuss changes to the vesting period, but such discussions shall not be grounds for withholding consent to change programs.

ARTICLE 22

COMPENSATION

Section 1 Pay Bands. Initial Pay Bands at the Trevor Project will be as follows:

- A. Direct services roles. For these roles, employees will begin at the minimum pay for the band unless provided otherwise below.

Role	Pay Band	
	Start of Band	Top of Band
Crisis Worker	\$26/hr (\$54,080/yr)	\$28/hr (\$58,240/yr)
Senior Crisis Worker	\$28/hr (\$58,240/yr)	\$30/hr (\$62,400/yr)
Principal Crisis Worker (Classic only)	\$30/hr (\$62,400/yr)	\$32/hr (\$66,560/yr)
Supervisor (988 Only)	\$28/hr (\$58,240/yr)	\$32/hr (\$66,560/yr)

- B. Other Crisis Intervention roles, and levels in Advocacy, Research, and TrevorSpace.

Level	Example Roles	Pay Band	
		Start of Band	Top of Band
Coordinator	<ul style="list-style-type: none"> - Training Coordinator - TrevorSpace Moderator - Quality Improvement Coordinator 	\$28/hr (\$58,240/yr)	\$30/hr (\$62,400/yr)
Associate	<ul style="list-style-type: none"> - Associate, Rapid Response (Advocacy) 	\$30/hr (\$62,400/yr)	\$32/hr (\$66,560/yr)
Senior Associate		\$33/hr (\$68,640/yr)	\$35/hr (\$72,800)
Manager / Sr. Individual Contributor (Exempt)	<ul style="list-style-type: none"> - Public Training Manager - Research Scientist 	\$74,880/yr (~\$36/hr)	\$91,520/yr (~\$44/hr)

- C. Administrative roles (including Development, Marketing, Finance, and other departments).

Level	Example Roles	Pay Band	
		Start of Band	Top of Band
Coordinator	<ul style="list-style-type: none"> - Development Coordinator 	\$27/hr (\$56,160/yr)	\$29/hr (\$60,320/yr)
Associate	<ul style="list-style-type: none"> - Partnerships Development Associate - Staff Accountant, Accounts Payable - Assistant Video Editor - Email Associate - Graphic Designer (Exempt) 	\$30/hr (\$62,400/yr)	\$32/hr (\$66,560/yr)

Senior Associate	<ul style="list-style-type: none"> - Senior Grants Associate - Senior Corporate Partnerships Associate - Senior Development Associate - Senior Associate, Social Media Community Mgmt (Exempt) 	\$33/hr (\$68,640/yr)	\$37/hr (\$76,960/yr)
Manager / Individual Contributor (Exempt)	<ul style="list-style-type: none"> - Corporate Partnerships Manager - Community Philanthropy Manager - Donor Data Analyst - Email Manager - Marketing Strategist - Video Editor - Marketing Operations Manager 	\$79,040/yr (~\$38/hr)	\$95,680/yr (~\$46/hr)

D. Technology.

Level	Example Roles	Pay Band	
		Start of Band	Top of Band
Coordinator			
Associate	<ul style="list-style-type: none"> - Technology Support Associate 	\$31/hr (\$64,480/yr)	\$34/hr (\$70,720/yr)
Senior Associate (Exempt)	<ul style="list-style-type: none"> - Web Developer - Senior Salesforce QA Analyst - Contact Center Engineer - Salesforce Administrator 	\$83,200/yr (~\$40/hr)	\$120,640/yr (~\$58/hr)
Manager / Individual Contributor (Exempt)	<ul style="list-style-type: none"> - Senior Contact Center Engineer 	\$124,800/yr (~\$60/hr)	\$141,440/yr (~\$68/hr)

Section 2 Pay Increases.

- A. Pay increase cycles take effect every January 1.
- B. In order to be eligible for a pay increase, an employee must have been employed at The Trevor Project for more than six (6) months as of January 1 of the applicable year, and the employee must not have received a wage increase contemporaneously or within the past twelve (12) months (whether due to promotion or otherwise).
- C. Eligible employees will receive a pay increase as specified in Section D below, provided that employees who have not been employed for more than one (1) year will receive a portion of the increase as follows:

Start Date	Time Employed	Portion of Increase
April - June	6-9 months	50%
Jan - March	9-12 months	75%
Prior to Jan 1	More than 1 year	100%

- D. Pay increase to an employee's salary or pay rate will be as follows:

January 2026	2.50%
January 2027	3.00%
January 2028	3.00%

To the extent a pay increase would result in an employee's salary or pay rate to be higher than the applicable pay band for their role, the employee will receive a salary or pay rate increase up to

the maximum of such pay band, and receive the remainder of the amount as a one-time payment (calculated as the wage increase percentage of their annual wage).

- E. The Trevor Project reserves the right to increase salary bands after providing notice to the Union of such change and an opportunity to bargain over the effects. The top of each salary band will increase by 3% on January 1, 2028 if such band has not been raised by at least 3% before then.

Section 3 Placement Within Salary Band Upon Hiring.

- A. Placement within the bands for employees hired on or after the Effective Date of this Agreement will be determined by a good faith, comprehensive review process. This process evaluates the relevance, depth, and impact of the individual's skills and prior experience in relation to the job. Relevant factors will be included in the job posting and applicants may provide any additional pertinent information during the application process. The Trevor Project will make a good faith effort to apply those factors in a fair, equitable, and transparent manner. Prior experience will encompass paid work, internships, fellowships, volunteer work, and may include other experience to the extent The Trevor Project deems it relevant to the role in its discretion.
- B. Initial placement on the Band will not be higher than the midrange of the band (halfway between the minimum and maximum).
- C. If The Trevor Project hires an employee with no prior training or experience at a rate of pay higher than the minimum of a pay band, it shall raise the existing wage rate of any incumbents with a lower pay rate in the same role to the amount of the employee with no prior training or experience.

Section 4 Pay for Promotions. Employees who receive a promotion (meaning a promotion-in-place (i.e., a promotion within the employee's role progression, e.g., Crisis Worker to Senior Crisis Worker) or a "promotion" via internal mobility) will receive (i) the minimum pay for the applicable pay band or (ii) 3%, whichever is greater. For the purposes of this Agreement, a promotion means advancing to a higher level (e.g., Associate to Sr. Associate) within the applicable team or department; relevant teams and departments are Direct Service, Volunteer Operations, Continuous Quality Improvement, Internal Training, Advocacy, Research, TrevorSpace, Finance, Development, MCC, and Technology).

Section 6 Pay for Other Internal Mobility Role Changes. Employees who change roles via applying for an open bargaining unit role that is not considered a promotion will receive the same pay that a new employee moving into the role would receive pursuant to Section 3(A) above (higher, lower, or the same, as applicable for the role) or the minimum pay for the new role, whichever is greater. Employees who change roles in connection with layoff will be pay-protected as specified in Article 24.

Section 7 Night Differential. Non-exempt employees will receive two additional dollars (\$2.00) per hour for hours required to be worked after 11pm and before 7am local time in the employee's designated standard work location.

ARTICLE 23

ORGANIZATION EXPENSE TREATMENT

Section 1 Reimbursement of Business Expenses Generally. The Trevor Project will reimburse employees for reasonable business expenses, including pre-approved business travel expenses, so long as the employee obtains pre-approval in writing, completes the appropriate expense request and reporting, supported by appropriate documentation, in accordance with Trevor's applicable expense policies.

Section 2. Compensable Time. For pre-approved required business travel, employees will be paid for all compensable time as defined by applicable law.

- Section 3** **Use of Personal Car.** Employees directed by The Trevor Project to use their personal car for pre-approved required business travel during the workday or for other pre-approved business of The Trevor Project shall be paid the IRS allowable rate per mile.
- Section 4** **Business Travel Expenses & Per Diem.** An employee on business travel pre-approved in writing by the employee’s manager for business of The Trevor Project will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment, as provided in The Trevor Project current travel policy subject to the following:
- A. Transportation Expenses.** Employees will continue to book flight and rail transportation using The Trevor Project’s travel booking system (or as otherwise specified by The Trevor Project). Flight and rail transportation must be booked in advance, where possible at least forty-five (45) days in advance, and in accordance with The Trevor Project’s applicable travel policies.
 - B. Taxis and Ground Transportation.** Employees will be reimbursed for reasonable ground transportation expenses in connection with the travel as outlined in The Trevor Project’s applicable travel policies. Transportation to or for the airport will not be reimbursed if the employee uses their own transportation and parks in the airport; reasonable parking expenses will be reimbursed per The Trevor Project’s applicable travel policies.
 - C. Per Diem.** Per diem will be defined as defined by the GSA, and shall be paid to cover meals and incidental expenses during approved official travel. The first and last days of the travel shall be covered at seventy-five percent (75%) of GSA’s per diem rate consistent with current GSA guidelines. Travel that starts before or at 9:00 a.m. and ends at or after 5:00PM on the same day will be eligible for a full day per diem. Tips at restaurants are included in per diem.
 - D. Incidentals.** Reimbursable incidentals expenses are per The Trevor Project’s travel policy, including:
 - 1. Laundry – reasonable cost for trips in excess of five (5) days.
 - 2. Baggage fee up to one (1) personal bag.
 - E. Lodging.** Reasonable and moderate lodging during required travel shall be paid by The Trevor Project in accordance with The Trevor Project’s travel policy. Employees will continue to book lodging using The Trevor Project’s travel booking system (or as otherwise specified by The Trevor Project). Lodging must be booked in advance, where possible at least forty-five (45) days in advance, and in accordance with The Trevor Project’s applicable travel policies.
 - F. Visas, Passport and Other Immigration Related Fees.** The Trevor Project will reimburse for the cost of a foreign visa or other foreign immigration-related fees necessary for pre-approved required travel on The Trevor Project’s behalf that are pre-approved in writing. The cost of obtaining and renewing a passport for pre-approved required business travel will be reimbursed where the cost is pre-approved in writing. When possible, The Trevor Project may allow the expenses to be paid with an organization Credit Card.
 - G. Immunizations.** If not covered by the health insurance, costs that are pre-approved in writing for immunizations and medications required for the country/region of pre-approved required travel will be reimbursed.
- Section 5** **Other Business Expenses.** Other expenses that are pre-approved in writing and incurred on behalf of The Trevor Project shall be reimbursed when properly explained with business rationale and submitted with appropriate documentation in accordance with The Trevor Project’s standard expense reimbursement policies.
- Section 6** **Credit Cards.** Employees may, at The Trevor Project’s discretion, be provided with access to an organization credit card or other method of charging expenses directly to the organization (collectively, “Credit Card”). Organization credit cards may only be used for pre-approved reasonable business expenses in accordance with The Trevor Project’s expense policies. The Trevor Project may require employees to sign a credit card agreement and/or agree to its credit card policy as a condition of receiving a credit card. Employees must

pay The Trevor Project for any personal use or other credit card charges they made that were not authorized by The Trevor Project. The Trevor Project may revoke organization credit card privileges in its discretion, such as if the employee violates its relevant policies or if the employee does not travel frequently.

Section 7 **Reimbursement Process.** Expenses must be submitted within fourteen (14) days of occurrence along with supporting receipts where applicable, unless The Trevor Project's Finance department determines that special circumstances allow for an extension, provided that all expenses are submitted before the close of the fiscal year. Approved reimbursements will be paid on or before thirty (30) days from proper submission of the expense. Reimbursement will not be made for expenses that are reimbursed from other sources.

Section 8 **Office Supplies and Communications Reimbursement.**

- A. The Trevor Project will provide a flat fifty dollar (\$50.00) per month reimbursement for office supplies and communications that will help defray costs incurred for conducting The Trevor Project business including usage, data plans, overage charges, cable, internet, device purchase, repair or replacement, peripherals (batteries, cases, earphones, etc.) and office supplies.
- B. The Trevor Project will provide a one-time two hundred twenty-five dollars (\$225.00) home office reimbursement (which may be used for ergonomic equipment) to employees within thirty (30) days of the first date of employment.

Section 9 **Updates to Expense Reimbursement Policies.** The Trevor Project may change and update its existing expense reimbursement policies provided that the level of benefits is not materially reduced during the life of this Agreement.

ARTICLE 24

LAYOFF, SEVERANCE, AND RECALL

Section 1 **Notice to the Union.** In the event The Trevor Project determines that a layoff becomes necessary during the term of this Agreement, due to lack of work, lack of funding, restructuring or efficiencies, or changes in programmatic or strategic priorities, The Trevor Project will first advise the Union, at least one (1) week prior to notifying individual employee(s) that their role will be affected, and/or that their role may be affected via voluntary buyout. The notification shall include the job titles impacted, the seniority dates of employees, the job titles included in each pool for voluntary buy-out option (to the extent applicable), open positions where there will be automatic assignment (if any), and the projected layoff date. During such week, at the request of the Union, the Parties will meet to discuss issues related to the layoffs and/or reorganization plans affecting bargaining unit employees to the extent not already covered by this Article. The parties will work together to identify and implement measures to minimize and mitigate the effects of layoffs of bargaining unit members.

Section 2 **Notice to Employees.** Each potentially affected employee will be provided at least twenty-one (21) days' notice from when they are informed that their individual position will be affected or may be affected (if their role is part of a voluntary buyout pool), which may be active work and/or working only as requested (also known as "garden leave").

- A. During the notice period, employees must be on call and available to work and fulfill their job responsibilities as needed.
- B. If an employee begins full-time alternative employment during the notice period, the period will end at that time, since it is meant to provide support for employees while they seek such alternative employment. Any unused notice period will not be converted into severance or other pay.
- C. If an employee placed on garden leave wishes to leave employment before the notice period ends (whether to begin alternative employment or otherwise), they shall inform the People Team of their sooner end date. In such a case, the employee will not be paid for what otherwise would have been

the remainder of the notice period and the employee will receive the severance benefits they would have received if the notice period had run its course.

D. Employees who plan to leave during the notice period will provide notification at the earliest opportunity.

Section 3

Voluntary Buyout. In the event that The Trevor Project determines that the number of individuals in a particular title or group of titles (the “pool”) needs to be reduced (i.e., where at least one individual in the pool will remain), The Trevor Project will offer all of the employees in each pool a voluntary buy-out option (the opportunity to voluntarily resign and receive separation benefits described in Section 6 below).

A. Volunteers for separation will be offered the same package set forth below in Section 6 and will be entitled to the same notice period.

B. The Volunteer Pool will have fourteen (14) calendar days to consider and respond to the offer.

C. When reaching out to employees in the volunteer pool, Trevor will:

1. Ask whether the employee would be interested in volunteering to be separated and receive the offered package; and

2. To the extent applicable, provide a list of applicable roles /programs/modalities/shifts that would exist after the layoff and ask the employee to indicate any of those roles/ programs/ modalities/shifts the employee would be/would not be willing to move into to avoid layoff, and their preferences.

D. If more employees volunteer than needed, then employees to be separated voluntarily will be selected based on seniority (most senior to least senior).

Section 4

Internal Mobility. If, after voluntary buyout (if applicable), there is still a need for reduction in force, the following will apply:

A. Temporary staff or agency workers and independent contractors, who are not in the bargaining unit but are performing work that is reasonably similar to bargaining unit work as employees who would be laid off, will be separated under these circumstances prior to the involuntary layoff of any employees.

B. Where a posted open position in the bargaining unit exists, an internal candidate who might otherwise be laid off will be allowed to apply, and will be given an interview if they meet the minimum qualifications for the role. The Trevor Project will consider and determine whether any employees should be deemed to meet the minimum qualifications for an open position based on their current position, and discuss this with the Union upon request.

1. Qualified internal employees who might otherwise be laid off will be given priority placement for the role over external candidates.

2. Among qualified internal candidates, those who might otherwise be laid off will be given priority placement over those who are not at risk for layoff, unless the position being vacated by a candidate who is not at risk of layoff will be made available for other employees to apply, with priority for that vacated position, given to those who might otherwise be laid off pursuant to this Article.

3. If two or more internal candidates who might otherwise be laid off apply for the same vacancy, The Trevor Project will select the most qualified candidate; where qualifications are otherwise equal, it shall select the most senior.

C. The Trevor Project will consider and determine whether it would be appropriate for any positions to be assigned automatically based on preference and seniority and if so, which employees should be deemed to meet minimum qualifications for such positions, and will discuss this with the Union upon request. Prior agreements between the parties (unless otherwise agreed), employees’ skills, experience and prior positions held by the employee in the organization, will be among the factors that the Trevor Project must consider in making such determination. After analyzing such factors and

The Trevor Project determines that a certain position should be assigned automatically, then it shall automatically assign the applicable employees to such position based on their preferences in order of seniority, taking into account reasonable accommodations relating to shifts.

- D. Trevor may post open positions internally and/or externally simultaneously with compliance with this provision.
- E. The determination of qualifications for open roles at The Trevor Project and which individuals are given offers for open roles is within the sole discretion of The Trevor Project and cannot be contested by the Union, with the limited exceptions of cases of unlawful discrimination or other violations of law relating to hiring of bargaining unit employees into bargaining unit roles.
- F. An employee to whom a job offer has been made pursuant to Section 4.B above has twenty-four (24) hours to accept the job offer after which it will be considered rejected, and the employee will then be offered the same separation benefits.
- G. When a potential laid-off employee changes jobs to avoid a layoff, the employee will retain their current pay if it is within the pay band for their new role; if the employee's current pay is above the pay band for their new role, they will be pay-protected for six (6) weeks, after which their pay will move to the maximum pay for the band for their new role; if the employee's current pay is below the pay band for their new role, their pay will move to the minimum of the pay band for their new role.

Section 5. Involuntary Layoff. If after applying the above steps, a layoff is still necessary, employees will be laid off at their respective job location(s) by their respective titles or pool (as applicable) in reverse seniority order.

Section 6 Separation Benefits. Employees who are laid off pursuant to this Article will be eligible to receive the following:

- A. Separation pay in the following amount, minus regular and statutory deductions:
 - 1. Four (4) weeks of pay minimum severance payment;
 - 2. One (1) additional week per full year of service; and
 - 3. Ten (10) additional hours of pay for each additional completed quarter of a year.
- B. To the extent the employee is enrolled in The Trevor Project's healthcare benefits, an additional amount equivalent to one (1) month of COBRA for the particular employee, adjusted up in The Trevor Project's reasonable judgment to account for taxes, minus regular and statutory deductions.
- C. Bargaining unit employees will receive their severance payment in a lump-sum payment within 30 days of The Trevor Project's receipt of their signed separation agreement and their work laptop, and expiration of any applicable revocation period.
- D. Receipt of the above separation benefits is subject to each affected employee executing The Trevor Project's standard separation agreement, with material terms as discussed with the Union and any adjustments required by applicable law from time to time.
- E. Employees will also receive accrued but unused PTO (vacation and floating holiday time) upon separation with the next regularly-scheduled pay period.

Section 7 Inquiries from Prospective Employers. As to prospective employers outside of The Trevor Project, should the People Team receive any employment inquiries or reference requests with regard to employment of any laid-off employee, The Trevor Project agrees it shall provide only the dates of employment and titles held. The Trevor Project is not responsible for inquiries or reference requests not directed to the People Team. The Trevor Project shall provide this information without undue delay but on or before five (5) business days from the date of the inquiry.

Section 8 Recall.

- A. Employees who are separated involuntarily (i.e., not employees who volunteered), will be given preference for recall to the same position with the same duties and skill sets to which they are qualified,

and/or any position for which they were deemed to meet minimum qualifications where they indicated they would be willing to move into such a position to avoid layoff, for a period of nine (9) months after their separation based on seniority.

- B. In the event of such a vacancy, The Trevor Project will notify such employees of the vacancy and their eligibility for recall to their last known personal email address on file and invite them to express their interest in the position. Affected employees will have seven (7) days to communicate interest in the position. After seven (7) days, such employees wishing to be considered must apply in the same manner as other candidates. Employees lose their eligibility for recall if they fail to accept a position with the organization that is offered to them.
- C. Laid-off employees will have the right to apply to open positions. For bargaining unit vacancies, laid-off employees who apply within nine (9) months of their separation will be given an interview if they meet the minimum qualifications for the role, and where qualifications of the laid-off applicant and another external applicant are otherwise equal, The Trevor Project shall offer the position to the laid-off applicant.
- D. Any discipline or performance management actions issued to an employee returning to employment under this Article will be tolled for the time period they are not employed by The Trevor Project to the extent applicable to the role to which they are returning.
- E. Trevor may post open positions internally and/or externally simultaneously with compliance with this provision.
- F. The determination of qualifications for open roles at The Trevor Project and which individuals are given offers of employment or for open roles is within the sole discretion of The Trevor Project and cannot be contested by the Union, with the limited exceptions of cases of unlawful discrimination or other violations of law relating to hiring of bargaining unit employees into bargaining unit roles.

Section 9 **Good Faith.** Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees nor to circumvent this Agreement.

Section 10 **WARN.** To the extent the federal WARN Act or its state or local equivalents apply to any layoff, The Trevor Project will comply with said obligations.

Section 11 **Immediate Funding Loss.**

- A. Notwithstanding the above, in the event of a loss, or termination, of a grant, contract, or other program-specific funding in a manner that causes a loss of funding such that compliance with the notice period in this Article, is not reasonably practicable, The Trevor Project will provide immediate written notice to the Union upon confirming such loss of contract, grant, or funding. Upon such notice and reasonable documentation evidencing the loss, The Trevor Project may furlough or lay off employees immediately. In such case, employees will retain their separation benefits and will be paid in lieu of notice, (including receiving applicable benefits or the monetary equivalent thereof), except to the extent Section 11.B below is invoked.
- B. In any case where loss of contract, grant, or funding causes financial hardship where The Trevor Project's believes it cannot reasonably afford to comply with the severance payments required above and/or pay in lieu of notice, The Trevor Project will provide to the Union reasonable documentation evidencing the financial hardship, which may include anticipated costs relating to layoffs, budget analyses, and/or balances among other financial documents and disclosures. The Parties may negotiate alternate severance payments and/or alternate notice periods not to exceed amounts under the sections above, taking into account the size of layoff and cost of separation benefits. For clarity The Trevor Project shall not unilaterally determine financial hardship without first providing the Union with reasonable disclosures and an opportunity to review and bargain in good faith, including potential financial reductions in other areas covering both in-unit and out-of-unit employees, among others.

ARTICLE 25

PERFORMANCE REVIEWS

- Section 1** **Periodic Performance Reviews.** Employees will receive periodic performance reviews after completing probation and becoming eligible (based on their start date). The reviews will be conducted at least annually during their employment with The Trevor Project. However, the timing and frequency of performance reviews may vary depending upon factors relevant to appropriate review, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems.
- Section 2** **Purpose of Performance Reviews.** Performance reviews are opportunities to recognize and provide feedback on the quality and quantity of the work an employee performs, knowledge of the job, and their interactions with relevant staff and third parties. The performance review should help employees become aware of their progress and areas for improvement.
- Section 3** **Performance Reviews and Disciplinary Action.** Performance evaluations are not disciplinary action in themselves, but they may be used for disciplinary purposes in accordance with Article 26, Discipline and Discharge.
- Section 4** **Form of Performance Reviews.** Performance reviews will include at least written input and feedback from the employee's direct manager (or appropriate alternate).
- Section 5** **360 / Peer Reviews.** The Trevor Project may, in the future, implement 360 performance reviews and/or peer reviews, as applicable. To the extent The Trevor Project decides to implement such 360 / peer reviews, in addition to those nominated by The Trevor Project to submit feedback, employees will be permitted to request to nominate up to three additional supervisory or peer employees who have worked directly with them significantly, subject to approval by the People Team. Such requests for approval will be considered in good faith. The approved supervisory or peer employees will be asked to provide competency-based and skill-based feedback to inform the review.
- Section 6** **Feedback on Managers and Non-Bargaining Unit Employees.** The Trevor Project may, in its discretion, request employees to provide feedback about managers or other non-bargaining unit members, to be used in those individuals' performance reviews.
- Section 7** **Employee Option to Decline Providing Feedback.** Employees who are requested to provide feedback on other employees, managers, or non-bargaining unit members as contemplated in Section 5 or 6 above may decline to participate, either affirmatively or by failing to timely submit feedback.
- Section 8** **Responses to Performance Reviews.** Employees shall be entitled to submit a written response within 30 days of their review, and both the performance review and the employee's response will be placed in the employee's personnel file. The employee's written response shall be considered in good faith when evaluating any disputes arising regarding discipline or PIPs related to performance.
- Section 9** **Good Faith.** Performance evaluations shall be carried out in good faith by both The Trevor Project and employees.

ARTICLE 26

JUST CAUSE, DISCIPLINE, AND PERFORMANCE MANAGEMENT

- Section 1** **Just Cause.** The Trevor Project agrees that discipline or discharge of a non-probationary employee shall be for just cause only. A non-probationary employee may file a grievance concerning disciplinary action against them. Probationary employees may be disciplined or discharged without regard to just cause and such action shall not be subject to the grievance and arbitration procedure contained in Article 28.

Section 2 **Notification of Serious Discipline.** The Trevor Project shall provide written notice to a Staff Representative of CWA Local 1180 via email of a disciplinary action (written, final written warning or termination) – including the reasons for discipline or discharge – no later than two (2) business days prior to a discharge, or promptly after issuing a written warning or final written warning, unless there is a justifiable business reason for a reasonable shortening of this period, in which case The Trevor Project shall provide written notice to a Staff Representative of CWA Local 1180 via email within a reasonable time after such discipline or discharge.

Section 3 **Union Representation in Investigatory Meetings.** Employees shall have the right to request one (1) Union representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee’s discipline. The Union representative may be a Steward or a Representative of CWA Local 1180.

Section 4 **Progressive Discipline.** Discipline shall be applied progressively by The Trevor Project; except that, in the case of Gross Misconduct, The Trevor Project may skip steps.

- A. The Trevor Project’s progressive discipline process is as follows:
1. For a first incident of problematic conduct or behavior, the employee will receive a documented verbal warning together with coaching input from management.
 2. In the event of subsequent problematic conduct or behavior, the employee will receive a written warning notifying the employee that any subsequent problem will be grounds for further discipline.
 3. In the event of subsequent problematic conduct or behavior, the employee will receive a final written warning notifying the employee that any subsequent problem will be grounds for further discipline, up to and including termination.
 4. In the event of a subsequent problem, the employee may be terminated without further proceedings.
- B. Gross Misconduct includes: (i) workplace violence; (ii) insubordination; (iii) embezzlement, theft of property of The Trevor Project, including intentional false reporting of time or expenses; (iv) willful or reckless violation of lobbying or campaign finance laws or policies relating to compliance with laws, conflicts of interest, anti-bribery, financial reporting, and material violation of IT security policies; (v) inappropriate contact (verbal or otherwise) with minors or the LGBTQ+ young people served by The Trevor Project; (vi) inappropriate use or access to information concerning a minor or LGBTQ+ young person served by The Trevor Project; and (vii) conduct constituting harassment, including conduct that denigrates or shows hostility or aversion towards an individual based on their membership in a protected class that has the effect of (a) creating an intimidating, hostile, or offensive work environment, (b) unreasonably interferes with an individual’s work performance, or (c) adversely affects the individual’s employment opportunities; (viii) any intentional or reckless action that seriously jeopardizes the mental health or physical safety of the LGBTQ+ young people served by The Trevor Project or other individuals served by The Trevor Project; and (iv) conduct of a similarly serious nature.

Section 5 **Prompt Discipline.** The Trevor Project will take any discipline action promptly after learning of the circumstances on which the discipline is based. The Trevor Project will endeavor to take any such disciplinary action within thirty (30) calendar days after (i) learning of the circumstances on which the discipline is based or (ii) concluding a timely, fair and adequate investigation, unless there is a justifiable business reason for a reasonable delay. The length of an investigation shall not be the basis for any grievance.

Section 6 **Time Limits on Discipline.** Except with respect to Gross Misconduct, all warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of twelve (12) months, provided no other disciplinary action has taken place during that period.

Section 7 **Administrative Leave.** The Trevor Project shall have the right to, in The Trevor Project’s discretion, immediately place any employee on paid administrative leave, or immediately remove their access to LGBTQ young people or other individuals, pending investigation, an assessment of appropriate discipline, or retraining. The action of placing an employee on paid leave or removing their access to LGBTQ young people or other individuals is not discipline in itself. This provision is not subject to the grievance procedure in Article 28.

Section 8 Performance Management and Performance Improvement Plans.

- A. In the event an employee demonstrates performance issues, The Trevor Project will implement the following process:
1. The employee will receive coaching and/or feedback on those performance issues, confirmed in writing, clearly specifying areas requiring improvement and providing guidance on expected standards.
 2. If performance does not improve after that, the employee will receive a written warning.
 3. If performance does not improve after written warning, The Trevor Project shall place the employee on a Performance Improvement Plan (“PIP”) as described in Section C below.
 4. If an employee has gone through the PIP and, at the conclusion of that process, The Trevor Project determines that the outcome was not successful, the employee may be subject to discipline up to and including termination of employment commensurate with the performance in question.
 5. Where an employee has gone through the PIP successfully but, within nine (9) months again demonstrates performance issues, the employee will receive a final written warning , and if the employee’s performance does not improve within fourteen (14) days, the employee may be subject to further corrective action up to and including termination of employment commensurate with the performance in question.
- B. A Performance Improvement Plan (“PIP”) is a clear plan for closely managing performance and correcting identified problems through a performance improvement process.
1. The written PIP will identify performance issues that require correction and include a written plan of action with specific measurable indicators decided upon by The Trevor Project to guide the improvement or corrective action and a timeline to measure improvement. The PIP will outline clear expectations and benchmarks for the employee and a timeline to measure improvement. The employee may bring a Union representative to the initial meeting in which The Trevor Project presents and explains the written PIP, and the Union representative may also be a Steward or a Representative of CWA Local 1180. A PIP will last for a predetermined amount of time with a minimum of thirty (30) days, and may be extended at The Trevor Project’s discretion if performance issues persist.
 2. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee’s personnel file.
 3. The PIP period shall include at least bi-weekly meetings between the employee’s direct manager (or an appropriate alternate) and the employee to monitor progress and facilitate the provision and receipt of feedback.
 4. If a manager leaves in the middle of a PIP, The Trevor Project will provide for continued effective administration of the employee’s PIP.

Section 9 Work Now, Grieve Later. The parties recognize the principle of “work now, grieve later.” This principle shall be interpreted by an arbitrator according to the common understanding of the phrase in labor arbitrations, arbitral precedent and practice, and, as such, typically includes, among other items, that except when instruction is illegal, when compliance would pose a direct and imminent threat to the physical health and safety of an employee, where the order is clearly and indisputably in violation of this Agreement or employer’s policies. Employees shall follow instructions of management and complete assigned work, and no union representative shall direct an employee otherwise to refuse to follow management’s instructions or perform their work.

Section 10 Personnel Files. Upon written request, an employee will be permitted to examine a copy of their personnel file. The Trevor Project will comply with all applicable laws relating thereto. _

UNION REPRESENTATION

- Section 1** **No Unreasonable Interference with Job Duties.** Performance of Steward's duties will not unreasonably interfere with job duties.
- Section 2** **Designation of Shop Stewards.** The Union shall designate shop stewards that are employees of The Trevor Project to represent employees (hereafter, "Stewards"), and keep The Trevor Project informed of the names of designated Stewards. The Trevor Project reserves the right to confirm with the Union at any time which employees are the current Stewards. The Union will endeavor to have at least 1 Steward available during any time of the day.
- Section 3** **Union Business During Work Time.** Employees will not participate in any union business during their working times, except for paid time as explicitly provided otherwise in this Agreement. Stewards shall be granted time off with pay from regularly scheduled work up to a maximum of 15 hours per month for each Steward and a total of 240 hours per calendar year for all Stewards in the Aggregate, for the purpose of attending grievance meetings (as defined in Article 28), attending the union portion of New Employee Orientation as contemplated in Article 29 and, where requested by the applicable employee, attending investigative meetings that could lead to discipline with management, all during working hours. This time off with pay granted under this provision will be paid as "non-productive" hours and shall not constitute time worked for purposes of calculating overtime.
- Section 4.** **Stewards at Meetings.** Only one (1) Steward may attend each meeting. Stewards will notify their direct manager with reasonable advance notice where possible via email and by submitting a time off request via the appropriate system. It is understood that other Steward activities will be conducted outside of working hours.
- Section 5** **Union Communication.**
- A. The Trevor Project will make available a page on The Trevor Project's intranet, How-to-Trevor (H2T) (or an alternative that can reasonably fulfill similar functions described in this Section 2), to be used by the Union only to communicate official union business. All information must be on Union (Communications Workers of America) letterhead and limited to the following types of information:
1. Contact information for Union and Stewards;
 2. Factual notices and announcements from Union pertaining to (i) Union meetings, (ii) Union elections and nominations, (iii) appointment of Union officers, and (iv) Union social and recreational activities;
 3. Regularly issued financial statements of Union;
 4. Agreements entered into between Union and The Trevor Project; and
 5. Any other materials as may be agreed by The Trevor Project in writing.
- B. Material posted on the page must (1) be lawful, (2) not violate the nondiscrimination policies and principles contained in this Agreement, and (3) not contain any confidential information of The Trevor Project that was provided confidentially to the Union or that is not generally accessible to all employees, and (4) not impair or detrimentally affect The Trevor Project's operations. To the extent The Trevor Project believes a CWA communication on such page would violate the foregoing or is not mindful of the mental health and wellbeing of potential employee readers or could unintentionally or inadvertently cause mental or psychological harm, The Trevor Project will raise the concern and discuss the matter with CWA.
- C. CWA acknowledges and agrees that The Trevor Project may place a clear and conspicuous notice on each page(s) stating that the content posted on the page(s) is solely attributable to CWA and has not been approved by the Trevor Project.

GRIEVANCE & ARBITRATION PROCEDURE

Section 1 Purpose.

- A. The purpose of this process is to secure, at the lowest possible level, an equitable resolution to any issues that may arise from the application or interpretation of the terms and conditions of this Agreement.
- B. The Parties recognize that day-to-day problems may be discussed and resolved between the employee and the employee's direct manager or People Team representative. The grievance process described in this Article supplements but does not discourage or replace (i) informal and direct discussions between management and employees; or (ii) the Union's ability to review and address employee concerns. Informal settlements are encouraged. However, no agreement or settlement may conflict with this Agreement or infringe the rights granted to other employees or The Trevor Project under this Agreement. The time limits set forth below will not be affected by whether any informal settlements occur.

Section 2 Definition. A grievance is defined as a written complaint or dispute explicitly stating an alleged violation of the application or interpretation of any provision(s) of this Agreement that arises during the term of this Agreement between the Union and The Trevor Project, except as set forth in provisions of this Agreement that expressly state they are not subject to this Article. A grievance may be filed by The Trevor Project, or by the Union on behalf of an individual employee, group of employees or on its own behalf. For purposes of this Article, the "grievant" means the Party filing the grievance and in the case of the Union when not filing on its own behalf, the employee(s) for whom the Union is filing.

Section 3 Grievance Procedure. The following procedure applies to all grievances.

- A. Grievances may only be filed by a Steward, a Staff Representative of CWA Local 1180 ("CWA Local 1180 Rep"), or The Trevor Project (each, when filing a grievance, the "Grieving Party"). A grievance must be submitted in writing and served by email to the other Party (when receiving a grievance, the "Recipient") within thirty (30) calendar days after the occurrence of the alleged violation or after which the grievant knew or should have reasonably known of the alleged violation.
- B. Step One: (a) Within twenty-one (21) calendar days of receiving a properly submitted grievance, The Trevor Project's designated People Team liaison (the "People Team Liaison"), the grievant (if they elect to participate at this stage), and one (1) Steward and/or one (1) CWA Local 1180 Rep shall meet to review the grievance (the "Step One Meeting"). (b) The Recipient shall render a written determination within fourteen (14) calendar days after the Step One Meeting and serve it by email to the other Party.
- C. Step Two: (a) In the event the grievance is not resolved through Step One or if the Recipient fails to deliver a written determination as described in Section 3(B), then within fourteen (14) calendar days following the occurrence of either event, the matter may be advanced by the Grieving Party by serving a written notice by email to the Recipient to proceed to Step Two (a "Step Two Grievance"). (b) Within fourteen (14) calendar days of receiving a timely Step Two Grievance, one (1) CWA Local 1180 Rep, one (1) representative of CWA District 1, the applicable People Team Liaison, and other representative(s) of The Trevor Project (at its option) shall meet to review the matter (the "Step Two Meeting"). (c) The Recipient shall render a written determination within fourteen (14) calendar days after the Step Two Meeting and serve it by email to the other Party.
- D. Arbitration. If any grievance is not resolved through Step Two or if the Recipient fails to deliver a written determination as described in Section 3(C), then within thirty (30) calendar days following the occurrence of either event, either Party may submit written notice to arbitrate to the other Party.
 - 1. The arbitrator shall be selected pursuant to the Labor Arbitration Rules of the American Arbitration Association.

2. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, modify, change, or disregard any of the provisions of this Agreement.
3. The arbitrator shall not have the authority to expand the grievance beyond the matter presented in the grievance submitted by the Grieving Party or make awards retroactive beyond the date of the occurrence of the incident giving rise to the grievance.
4. The arbitration administrative fees and the fees and expenses of the arbitrator shall be divided equally by The Trevor Project and the Union.

Section 4 Time Limits and Release.

- A. If the final day for computing any of the timelines above falls on a Saturday, Sunday, or holiday (as set forth in Article 16), the deadline is automatically extended until the immediately next working day.
- B. Formal grievance meetings shall be held virtually at mutually agreeable times.
- C. The grievant, to the extent employed by The Trevor Project during the grievance and/or arbitration process described above, shall be excused from work to attend the grievance meeting and/or testify at an arbitration, and shall suffer no loss in pay for the time spent in the grievance meeting or testifying at such arbitration.
- D. All time limits set forth in this Article shall be strictly adhered to. Time limits set forth in this Article can only be extended by mutual written agreement of The Trevor Project and the Union.
- E. The Trevor Project will keep the Union fully informed, in writing, on a current basis, of the designated People Team Liaison(s) referenced in this Article, and the appropriate email addresses for serving grievances and determinations. The Union will keep The Trevor Project fully informed, in writing, on a current basis, of the designated CWA Local 1180 Rep and representative of CWA District 1 referenced in this Article, and the appropriate email addresses for serving grievances and determinations.

ARTICLE 29

NEW EMPLOYEE ORIENTATION

Section 1 Notice. The Trevor Project will notify the Steward, if any, and the CWA designated representative when new employees enter the Bargaining Unit and the new employee orientation date at least two (2) weeks in advance.

Section 2 Time for Orientation. During new employee orientation time (the first 2 weeks of employment), each new bargaining unit employee may spend up to 1.5 hours of their paid working time to attend an orientation provided by the Union, subject to reasonable scheduling constraints.

ARTICLE 30

LABOR-MANAGEMENT COMMITTEE

Section 1 Members and Purpose.

- A. The Parties shall establish a standing Labor-Management Committee (“LMC”) composed of up to six (6) representatives (three (3) representatives designated by each Party). The LMC is intended as an ongoing communication forum, operating by consensus, that can help maintain constructive labor management relations and enhance the effectiveness of employees and management in working together.

- B. The LMC may discuss and make recommendations on topics and issues of mutual interest.
- C. The LMC shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or supplement this Agreement or any provision thereof. The LMC may not address matters that are pending under the grievance and arbitration provisions of this Agreement. Discussions and recommendations of the LMC are not subject to the grievance and arbitration provisions of this Agreement.
- D. Additional individuals may be invited to participate in meetings as deemed necessary by the LMC and integral to the subject being discussed.
- E. An initial agenda item for the LMC will be to develop a charter relating to the LMC, which shall be consistent with this Article and include operating principles designed to facilitate productive communication and collaboration among the LMC.

Section 2 Frequency of Meetings.

- A. The LMC will meet as agreed upon by the Parties, at least once per month. Meetings will be scheduled in advance in order to allow the designated LMC representatives to plan ahead so that attendance at LMC meetings will not interfere with their regular work.
- B. At least once per year, The Trevor Project's Chief Operating Officer (or equivalent representative) and a staff representative from CWA Local 1180 will be invited and will participate in an LMC meeting.

Section 3 Pay Treatment for Bargaining Unit LMC Representatives.

- A. In connection with attendance at LMC meetings, the employee representative(s) designated by the Union shall receive pay for time actually spent attending LMC meetings, not to exceed two (2) hours per month.
- B. If an LMC meeting ends during an LMC member's scheduled work hours, LMC members may resume their regular work hours.
- C. The sum of compensated time spent in LMC meetings and regular work time shall not exceed the regularly scheduled hours of work performed by an LMC member in a normal workweek or workday unless requested by the LMC member, so long as the LMC member makes a request from their manager reasonably in advance (with at least fourteen (14) days' notice).
- D. So long as an LMC member makes a request from their manager reasonably in advance (with at least fourteen (14) days' notice), LMC members who attend an LMC meeting that is scheduled to take place when such LMC member is not scheduled for regular Trevor work will be granted release from their scheduled shift immediately prior to or after the meeting, for the compensated time spent in the meeting.

Section 4 Inclusivity.

- A. The topic of inclusivity in the workplace will be an agenda item for at least one LMC meeting per calendar quarter.
- B. The LMC may consider various matters related to inclusivity in the workplace at The Trevor Project, including, but not limited to, providing feedback on the organization's workplace calendar incorporating cultural celebrations and days of awareness, discussing and providing feedback on the organization's annual overview on demographic data, training, and onboarding, and making recommendations in order to support the retention of employees of all identities, including but not limited to, historically underrepresented and marginalized groups.
- C. The LMC may gather feedback from staff as it deems appropriate for discussing LMC matters.

Section 5 Employer Response. Upon receipt of collective feedback and recommendations from the LMC, the employer shall provide a timely response or follow-up and in instances where a decision has been rendered, the employer shall provide the general rationale for the decision.

ARTICLE 31

UNION SECURITY

- Section 1** **Conflict with Law.** This Article shall not apply to bargaining unit employees who live and work in a state where it is unlawful to require union membership as a condition of employment, commonly called “right-to-work” states.
- Section 2** **Employees Hired Pre-CBA.** Within thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of continued employment, either become a member of the Union or elect, as an alternative to membership, to pay or tender to the Union amounts which are the equivalent of periodic Union dues as agency fees.
- Section 3** **Employees Hired During CBA.** Employees covered by this Agreement and hired after the effective date of this Agreement shall, within thirty (30) days of the beginning of their employment, and as a condition to employment, either become a member of the Union or elect, as an alternative to membership, to pay or tender to the Union amounts which are the equivalent of periodic Union dues as agency fees.
- Section 4** **Religious Objections.** Notwithstanding the foregoing, any employee who holds religious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employees shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the periodic dues described above to a charity jointly agreed upon by The Trevor Project, the Union, and the employee involved. Upon written request by the Union, The Trevor Project shall furnish reasonable evidence that such deductions are being made and transmitted to the appropriate charity.
- Section 5** **Union Role.** The Union is solely responsible for communicating with employees about their obligations under this Article. The Union shall not ask or require The Trevor Project to discharge or otherwise discriminate against any employee except in compliance with applicable laws. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of this Article and requesting their discharge, said employee shall be terminated within 30 calendar days after receipt of notification unless the Union informs The Trevor Project that the employee has subsequently complied with the conditions of this Article and withdraws its request for discharge.
- Section 6** **Indemnity.** The Union shall indemnify and hold harmless The Trevor Project against any and all claims, demands, suits, orders, judgments, and other forms of liability of any sort, arising out of or related to The Trevor Project’s compliance with the provisions of this Article. The requirements in this Article shall be subject to any prohibitions or restrictions contained in the applicable state laws.

ARTICLE 32

PAYROLL DEDUCTION OF DUES

- Section 1** **Procedure.**
- A. Upon receipt of a Payroll Deduction Authorization for Union Dues form signed by an employee and delivered by the Union to The Trevor Project, The Trevor Project agrees to deduct the following, each pay period, from the wages due an authorizing employee: union dues, initiation fees, or agency fees in the amount necessary to obtain and/or maintain membership status in the union or the fee amount allowed by law in lieu of dues, as established by the Union. The Trevor Project shall endeavor to make

said deductions effective as soon as practicable and in no case later than the first day of the pay period immediately following delivery of the aforementioned form(s) by the Union. The Union will individually specify the amount, or percentage as applicable, to be deducted for initiation fees, union dues, and agency fees for each employee per pay period. The Union will provide The Trevor Project advance written notice of any change to the amounts to be deducted at least 30 days prior to the pay period for which the change is to be effective.

- B. The authorization shall continue in effect until (i) termination of employment; (ii) transfer to a title other than one in the bargaining unit; or (iii) cancellation by written notice from the Secretary-Treasurer of the Union.
- C. The Trevor Project also agrees to electronically remit the amount so deducted to the designated representative of the Union on a per pay period basis by the final business day of the subsequent pay period and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2 The Trevor Project shall bear the full cost of transmission of dues deductions as set forth in Section 1, except that the Union shall be responsible for distributing the Payroll Deduction Authorization for Union Dues cards in a form approved by The Trevor Project and the Union. The Trevor Project shall not be liable to the Union by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than actual deductions made from the employee's wages earned, provided that The Trevor Project will use reasonable efforts, as permitted by law, to collect for the make-up of missed union dues when advised by CWA in writing.

Section 3 The Trevor Project assumes no obligation, financial or otherwise, and shall not be liable by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than actual deductions made from the authorizing employees' wages earned. The Union shall indemnify and hold harmless The Trevor Project against any and all claims, demands, suits, orders, judgments, and other forms of liability of any sort, arising out of or related to any action by The Trevor Project under the provisions of this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 33

MANAGEMENT RIGHTS

Section 1 The Trevor Project is a 501(c)(3) public charity and has the right, in its discretion, to determine how it will carry out its mission and provide its lifesaving programs to ensure that its work is sustainable and it can best serve the community of LGBTQ young people.

Section 2 Except as expressly limited or modified by a specific provision in this Agreement, The Trevor Project reserves and retains solely and exclusively, all rights, powers, discretion, authority, function, and prerogatives of management. Without limiting the generality of the foregoing the Trevor Project specifically reserves to itself full control of the management, personnel and conduct of its operations, including, but not limited to, the right to make any and all decisions relating to programs, platforms, services, budgets, staffing, and other operations; to determine the strategic direction of the organization and determine the issues and programs to be pursued by the organization; to determine and set the hours of work and schedules of work to be performed, assign work, direct the workforce, and determine the work to be performed and the standards/ methods and manner of performance; to determine job duties and content; to discontinue jobs; to determine methods, standards, and procedures for performing work; to promulgate and enforce rules and policies set forth in the Employee Handbook and other policies and safety measures; to survey or solicit feedback from employees; to select those with whom The Trevor Project will do business and otherwise partner (e.g., vendors, donors, strategic partners); to assign, hire, promote, demote, transfer, suspend, and discharge

employees for just cause, or lay off employees for lack of work or funding or other business or operational needs not inconsistent with this Agreement. The Trevor Project's failure to exercise any right, prerogative, or function hereby reserved to it, or the Trevor Project's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Trevor Project'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.

Section 3 Except as modified by this Agreement, all of The Trevor Project's policies, rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and The Trevor Project may make such modification thereto or establish additional policies, rules and regulations as may, in its judgment, be necessary and proper for the conduct of The Trevor Project's business, to which employees shall comply, provided the same are not inconsistent with this Agreement or materially modify terms and conditions of employment without the Union's consent and consent shall not be unreasonably withheld.

ARTICLE 34

NO STRIKE – NO LOCKOUTS

Section 1 During the term of this Agreement, The Trevor Project agrees that there shall be no lockout of employees.

Section 2 During the term of this Agreement, none of CWA, its officers, agents, nor any bargaining unit employee shall cause, engage in, encourage, aid, participate in, authorize, or condone a strike, sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, walkout, sit-down, picketing or interference with the production or performance of work.

Section 3 The Trevor Project may take disciplinary action, up to and including discharge, against any employee who engages in conduct prohibited by Section 2. Such conduct is considered gross misconduct and is not subject to progressive discipline.

Section 4 In the event of an interference of work as described in Section 2 above, CWA shall take every reasonable action, within twenty-four (24) hours of a request by The Trevor Project, to affect a cessation of such unauthorized activity without delay, including, but not limited to:

- A. publicly disavow such unauthorized activity by employees;
- B. immediately advise the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work and cease such action.
- C. Notify the Trevor Project in writing of the steps taken above.

Section 5 It shall not be a violation of this Agreement if an employee refuses, due to a reasonable safety concern, to enter upon any physical property involved in a primary labor dispute or refuses to go through any physical primary picket line. For clarity, The Trevor Project is a remote workplace; this provision does not apply to employees' homes or other locations they may choose to visit where not required by The Trevor Project.

ARTICLE 35

SEPARABILITY

- Section 1** Should any part of this Agreement or any portion thereof be rendered or declared invalid (i.e., illegal, legally invalid, or unenforceable), due to conflict with federal, state, or local law, by a court of competent jurisdiction or by the decision of an authorized governmental agency in a final judgment, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.
- Section 2** In the event that any portion of this Agreement is held invalid as above-mentioned, the Parties agree to meet promptly in order to discuss and may agree upon a proper and legal substitute.

ARTICLE 36

SUCCESSORSHIP

- Section 1** This Agreement shall be binding upon the Parties and their successors and assigns.
- Section 2** In the event The Trevor Project is to be transferred or assigned, The Trevor Project will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.
- Section 3** The Trevor Project will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

ARTICLE 37

ENTIRE AGREEMENT

- Section 1** The Parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.
- Section 2** In view of that history of bargaining, the Parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; and no other agreements exist, whether oral or written, that define their collective bargaining relationship. In agreeing to this Agreement, neither the Employer nor the Union is relying upon any promise, representation, practice, or other inducement that is not expressed in this Agreement; and that prior practices and policies of management not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.
- Section 3** The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to (a) any subject or matter referred to or covered in this Agreement and/or (b) any subject or matter not referred to or covered by this Agreement, regardless of whether or not such subject or matter was in the knowledge or contemplation of either or both Parties at the time this Agreement was signed and whether or not such subject

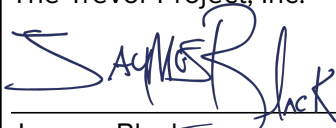

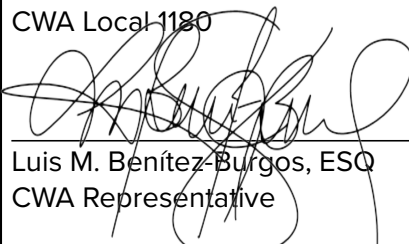
or matter was addressed in negotiations, or, for any reason whatsoever, could not have been addressed in negotiations. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both Parties may be made at any time, provided such amendments are reduced to writing and signed by the Parties' authorized representatives, and any subject or matter may be raised and bargained if both Parties mutually agree to enter into such bargaining. Neither The Trevor Project nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have under the National Labor Relations Act.

ARTICLE 38

DURATION OF AGREEMENT

This Agreement shall be in effect from May 31, 2025, through May 30, 2028. It shall be renewed from year to year thereafter unless either party gives notice to the other, at least ninety (90) days prior to the expiration date of the Agreement that it desires to terminate or amend its provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this September 10 of 2025.

<p>The Trevor Project, Inc.</p>  <hr/> <p>Jaymes Black Chief Executive Officer</p> <p>September 10, 2025</p> <hr/>	<p>COMMUNICATIONS WORKERS OF AMERICA</p>  <hr/> <p>Gloria Middleton, President CWA Local 1180</p>  <hr/> <p>Luis M. Benítez-Burgos, ESQ CWA Representative</p>
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NEUTRALITY-CARD CHECK AGREEMENT

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between The Trevor Project, Inc. (“Trevor” or the “Employer”), and Communications Workers of America (“CWA” or the “Union”).

1. **Joint Goals and Principles.**

1.1. Trevor and CWA (“Parties”) mutually recognize that national labor law guarantees employees the right to form or select a labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

1.2. The Parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act (“NLRA”) and to avoid strikes, picketing and/or other economic action directed at the Employer during the Union’s organizing campaign.

2. **Scope of the Bargaining Unit.** The proposed bargaining unit of employees includes all full time and regular part time employees (as defined in the NLRA) employed by Trevor in the United States in the following “verticals” or teams: Clinical Operations; the Operations and Strategy vertical’s Finance, Technology, and Data Analytics teams; Marketing, Communications, and Content; Development; and Community. The following are excluded: all other employees, and the Executive and People and Culture verticals, the Legal team, managers, guards, and confidential employees and supervisors as defined under the NLRA.
3. **Labor Peace Agreement.** The Employer has been awarded a New York City Contract and provides certain human services to third parties as defined under NYC Admin Code § 6-145. The Union has served the Employer with a demand for recognition which constitutes written Notice of its Intent to Organize covered employees pursuant to NYC Admin Code § 6-145, and the Employer and the Union have engaged in good faith negotiations to reach this Labor Peace Agreement.
4. **Employer Neutrality.** The Employer commits to a neutral approach toward organizing, meaning that its Executive Team will not take any action, nor make any statement, that will directly or indirectly state or imply the Employer’s opposition to the selection of a collective bargaining agent by employees; provided that the Employer may respond to false statements about the Employer or its staff. Trevor shall inform the Executive Team of their obligations under this Agreement, shall inform all other supervisors and managers of Trevor’s

commitment to remain neutral, and will take prompt action to stop and correct any violations brought to its attention by the Union.

During the term of this Agreement, the Employer will not engage in a lockout of the employees.

5. **Union Economic Activity.** During the term of this Agreement, the Union will not, directly or indirectly, through social media or any other means or forms of communication, call for or engage in any strike, work stoppage, “sick call out,” handbilling, picketing, boycott, against the Employer or its officers, agents, or employees, or interfere with the operations or services provided by the Employer at any location where the Employer conducts or may conduct business during the term of this Agreement.

6. **Recognition Procedures.**

6.1. Within five (5) days following the execution of this Agreement, the Employer will furnish the Union with a complete list of employees in the bargaining unit described in Section 2 showing their names, job classifications, and departments.

6.2. The Union has formally requested recognition as the exclusive collective bargaining agent for the employees described in Section 2. The AAA will conduct a review of employees’ authorization cards submitted by the Union in support of its claim to represent a majority of such employees. The Union may submit paper authorization cards, electronic cards, or a mix of both, the language of which cards must comply with NLRA requirements. Confidentiality of union support shall be maintained in such review. If that review establishes that a majority of such bargaining unit employees has designated the Union as their collective bargaining representative, the Employer will recognize the Union as the collective bargaining representative of such employees.

7. **Arbitration.**

7.1. The Parties agree that any disputes over the interpretation or application of this Agreement, including whether a dispute is arbitrable, shall be submitted to expedited and binding arbitration to the same AAA Arbitrator who conducted the review of authorization cards described above in Section 6.2. The Arbitrator may not add to, subtract from, or modify this Agreement or determine the substantive terms of negotiations.

7.2. The Parties agree to make themselves available on the designated Arbitrator's earliest available date. The Arbitrator shall have the authority to determine the Arbitration procedures to be followed, provided that neither party may insist on in-person hearings and hereby consent to the use of video or other remote technology so that any dispute may be heard as quickly as possible.

7.3. The United States District Court for the Southern District of New York shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. This Agreement will be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

8. **Duration.** This Agreement shall expire upon recognition of the Union by the Employer, or upon certification by the designated neutral that the Union does not have majority status.

9. **Entire Agreement and Interpretation.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes any and all prior oral or written agreements, and all contemporaneous oral agreements, regarding the subject matter of this Agreement. This Agreement may only be modified in a writing signed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be interpreted to most appropriately reflect the intention of the parties, and all other provisions will not be affected.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands. Electronic signatures or image signatures delivered electronically will constitute originals and this Agreement may be executed in counterparts.

FOR THE EMPLOYER:

FOR THE UNION:

The Trevor Project, Inc.

Communications Workers of America,
AFL-CIO

Name: 

Name: 

Title: Acting Chief People Officer

Title: District Counsel

Date: April 7, 2023

Date: 4-7-2023

JOB TITLES INCLUDED IN THE BARGAINING UNIT

Crisis Intervention

Crisis Worker, 988 Digital
 Senior Crisis Worker, 988 Digital
 Supervisor, 988 Digital
 Crisis Worker, 988 Lifeline
 Senior Crisis Worker, 988 Lifeline
 Supervisor, 988 Lifeline
 Associate, Crisis Services, 988
 Senior Associate, Crisis Services, 988
 Crisis Worker, Digital (Classic)
 Senior Crisis Worker, Digital (Classic)
 Principal Crisis Worker, Digital (Classic)
 Crisis Worker, Lifeline (Classic)
 Senior Crisis Worker, Lifeline (Classic)
 Principal Crisis Worker, Lifeline (Classic)
 Quality Coordinator
 Training Coordinator
 Training Associate
 Training Content Developer
 Associate, University Relations
 Associate, Volunteer Relations

Community

Public Training Manager
 Research Scientist
 TrevorSpace Community Moderator

Development

Community Philanthropy Manager, Direct Response
 Community Philanthropy Manager, Sustainers
 Community Philanthropy Manager, Social
 Grants Associate
 Senior Grants Associate
 Senior Corporate Partnerships Associate
 Corporate Partnerships Manager
 Senior Development Associate
 Donor Data Analyst

Marketing, Communications, and Content

Graphic Designer
 Video Editor
 Email Associate
 Marketing Operations Manager
 Senior Associate, Social Media Community Mgmt

Operations and Technology

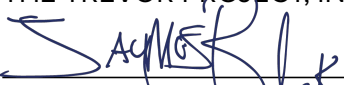
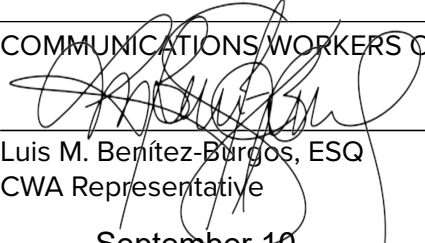
Staff Accountant, Accounts Payable
 Data Analyst
 Salesforce Administrator
 Senior Salesforce Administrator
 Contact Center Engineer
 Senior Contact Center Engineer
 Data Warehouse Administrator
 Senior Salesforce QA Analyst
 Web Developer
 Technology Support Associate

LETTER OF AGREEMENT

HEALTHCARE DISCUSSIONS AND ALTERNATIVE HEALTHCARE OPTIONS

This is an agreement between The Trevor Project (“Employer”) and Communications Workers of America, on behalf of itself and its Local 1180 (“Union”) and shall be in effect from May 31, 2025 until May 30, 2028.

1. Effective upon ratification of the **Collective Bargaining Agreement (CBA)** the parties agree to meet on a regular basis to discuss healthcare options, including potential alternative options. The Trevor Project will provide recent plan cost / utilization data (aggregate/anonymous) and other reasonable information requested by the Union relating to healthcare relevant to employees in the bargaining unit. The parties agree that the goal is to reduce or minimize increases in healthcare costs while still maintaining healthcare offerings that reflect Trevor’s values and reasonably meet the needs of Trevor’s employee population.
2. The Trevor Project and the Union will meet approximately monthly until the 2026 open enrollment period beginning Spring 2026, during which the parties will align on a project plan for further meetings leading up to open enrollment, including a meeting in December 2025 where the parties could review recent plan cost / utilization data (aggregate/anonymous) and discuss current considerations and plans. The Trevor Project’s intention is to seek a new (third) lower-cost plan, with a lower level of benefits, to be part of its plan offerings during the 2026 open enrollment cycle. For any plan identified, the parties will discuss removal or raising the cap on plan increases set forth in Article 27, Section 2, Para. C. The parties further agree that similar meetings, data sharing, and discussions shall continue for the 2027 open enrollment cycle, including a meeting in December 2026 to review updated plan cost/utilization data and prepare for the 2027 plan year.
3. The Union may present alternative healthcare plan(s) to The Trevor Project for its reasonable consideration. If the Union chooses to do so, it will provide all relevant plan documents, cost comparisons, and supporting materials, within a reasonable time period (i.e., at least 6 months prior to the start of the next plan year), and such plan(s) must be open to both union and non-union staff. In such case, The Trevor Project shall reasonably evaluate the Union’s proposed plan(s) and meet with the Union to discuss. In its evaluation, The Trevor Project may take into account factors such as premium costs, deductibles and co-pays, and levels of benefits (including access to primary care, specialist services, prescription drug benefits, transition and gender affirming care, mental health coverage, out-of-network coverage, etc.), and impact on other plans (medical, dental, vision, etc.). If The Trevor Project declines to adopt the Union’s proposed plan(s), it must provide a written explanation outlining the specific deficiencies and/or reasons for rejection.
4. In the event the Union proposes an alternative healthcare insurance program in compliance with the section above that is determined by an independent evaluator to offer coverage actually and objectively equivalent to, or better than, all plans offered by The Trevor Project at a materially lower premium and total organization cost (at least \$25 less per pay period per employee) that The Trevor Project declines to adopt, then the difference in cost relating to bargaining unit employees will be returned to bargaining unit employees in the form of reduced premium contributions (or equivalent means) effective with the next plan year. The independent evaluator must take into account the following factors in its determination: premium costs, overall cost to the organization, deductibles and co-pays, and levels of benefits (including access to primary care, specialist services, prescription drug benefits, transition and gender affirming care, mental health coverage, out-of-network coverage, etc.), and impact on other plans (medical, dental, vision, etc.)



<p>THE TREVOR PROJECT, INC.</p>  <p>_____ Jaymes Black Chief Executive Officer</p> <p>Date: <u>September 10</u>, 2025</p>	<p>COMMUNICATIONS WORKERS OF AMERICA</p>  <p>_____ Luis M. Benitez-Burgos, ESQ CWA Representative</p> <p>Date: <u>September 10</u>, 2025</p>
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APPENDIX D

MEMORANDUM OF AGREEMENT FOR PAYROLL DEDUCTION FOR CWA-COPE PCC

This is an agreement between The Trevor Project, Inc. (“Employer”) and Communications Workers of America, on behalf of itself and its Local 1180 (“Union”), by which the Employer agrees, effective upon ratification of the **Collective Bargaining Agreement** (“CBA”) between the parties, to provide a procedure whereby employees in the bargaining unit may make voluntary contributions through payroll deduction to CWA-COPE PCC, a federal separate segregated Political Action Committee (PAC) sponsored by the Union. The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE PCC is restricted to employees in the bargaining unit who are members of CWA. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees’ pay shall be made each pay period and will begin or change in the first pay period following receipt of a signed CWA-COPE PCC payroll deduction authorization card (PDA). PDAs are to be forwarded to the payroll office in order for them to be effective. The employees’ pay drafts will carry an indication of the PAC deduction.
3. The Employer will remit payroll deductions to the Union’s Secretary-Treasurer each month on or about the same date each month. With each such remittance, the Employer will transmit a list of all employees included in the remittance by name, address and amount contributed by each such employee.
4. Any employee’s payroll deduction shall cease only upon the occurrence of any of the following:
 - a. Termination of a participating employee’s employment with the Employer.
 - b. Retirement of a participating employee.
 - c. Transfer of a participating employee out of the bargaining unit.
 - d. Receipt in the payroll office of written notice by the employee to cancel their PDA.
5. The employer shall change the amount of an employee’s payroll deduction in the first pay period ending in the month following receipt of the employee’s signed PDA changing the previously authorized amount.
6. The Union agrees to indemnify the Employer and hold it harmless from all third-party claims that arise in connection with the Employer’s compliance with its obligations under this Agreement.

<p>THE TREVOR PROJECT, INC.</p>  <hr/> <p>Jaymes Black Chief Executive Officer</p> <p>Date: <u>September 10</u>, 2025</p>	<p>COMMUNICATIONS WORKERS OF AMERICA</p>  <hr/> <p>Luis M. Benítez-Burgos, ESQ CWA Representative</p> <p>Date: <u>September 10</u>, 2025</p>
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CWA1180.ORG

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New York, NY 10013