

# **COLLECTIVE BARGAINING AGREEMENT**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 1900**

**AND**

**CAPITOL COMPLIANCE ASSOCIATES, INC.**



**MARCH 31, 2026 - MARCH 31, 2030**



## **PREAMBLE**

This collective bargaining agreement is made by and between Capitol Compliance Associates, Inc. (hereinafter referred to as the “Company”) and Local Union #1900 of the International Brotherhood of Electrical Workers (hereinafter referred to as the “Union”), who mutually desire to establish a constructive, cooperative, and harmonious relationship, to establish an equitable and peaceful procedure for the resolution of differences. The parties do hereby agree as follows:

## **ARTICLE 1 MANAGEMENT**

**Section 1.01.** By reason of the nature of the business of the Company it is essential, and is therefore agreed, that the management of the Company, the supervision and control of all operations and the direction of the working forces, including, but not limited to, the right to hire, suspend, furlough, discipline, discharge for cause, promote, demote, or transfer employees, and the right to operate the Company, shall be vested in, and reserved to, the Company, except as herein limited. The Company’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Company’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company’s right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 2 BARGAINING UNIT**

**Section 2.01.** The Union is recognized as the sole collective bargaining agent for the bargaining unit, which is composed of all employees of the Company in all Capitol Compliance Associates Inc. bargaining unit classifications at all

work locations, regardless of the method of pay, excluding only confidential employees, security employees (guards), professional, supervisory and management employees, part-time employees (less than 20 hours), and temporary employees (term of employment of 90 days or fewer). As of the effective date of the Agreement, the classifications making up the bargaining unit are set out in Article 4.

**Section 2.02.** Regular employees are employees whose employment is reasonably expected to not be for any particular term at the time they are employed, and it is contemplated that they will work in each calendar week a normal workweek.

**Section 2.03.** Short-Term Employees are employees whose employment is with the definite understanding that the employment is for a defined term, but it is contemplated that they will work a normal workweek while employed. The Company will inform the Union of the employment and assigned Department of such employees and the expected duration of their employment.

**Section 2.04.** Whenever the terms “employee” or “employees” are used in this Agreement, they shall refer only to employees in the bargaining unit as identified herein unless specifically stated otherwise.

**Section 2.05.** Part-Time employees are employees who are employed to work part-time for less than a normal workday or a normal workweek. They may be assigned to bargaining unit work but are not in the bargaining unit or subject to this Agreement. The Company will inform the Union of the employment and assigned Departments of such employees.

**Section 2.06.** Any existing bargaining unit job moved from bargaining unit to non-bargaining unit will be negotiated with the Union by the Company.

**Section 2.07.** The Union and the Company shall keep each other informed as to the individuals authorized to act in Union-Management relationships.

**Section 2.08.** It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, national origin, ethnicity, age, gender, disability, sexual orientation, veteran status, or other condition protected by law.

### **ARTICLE 3 UNION RECOGNITION AND UNION BUSINESS**

**Section 3.01.** This Agreement is between IBEW Local Union 1900 of the International Brotherhood of Electrical Workers (“Union”) and Capitol Compliance Associates, Inc. (“Employer”).

- a) On August 9, 2022, the Employer voluntarily recognized the Union as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work, and other conditions of employment for all personnel employed or to be employed by the Employer classified as a Compliance Manager, Compliance Senior Associate, Operations Senior Associate, Compliance Associate and Operations Associate. “Employee” and “employees” as used in this Agreement shall include only those individuals employed by the Employer in the job classifications set forth above. All other employees of the Employer are excluded from the bargaining unit. The only purpose or intent of this article is to identify the persons the Union represents. This article is not to be interpreted or applied for any other purpose.

**Section 3.02.** Upon proper request as hereinafter set forth, Union Officers, Chief Stewards, and Stewards shall be excused from duty in order to attend to Union business.

- a) Request for time off for Union business shall be made to the Department Head or Supervisor as early as possible in advance and permission obtained before leaving. The Supervisor will grant permission except in cases of emergency when any one of the above named cannot be spared.
- b) Excused persons (named above) shall report back to their supervisors immediately upon return to duty.
- c) Time off for the purpose of attending to Union business shall be limited to short periods of time.
- d) Any other member of the Union whose services are required in connection with Union business shall be excused from duty for up to one day upon request of the President of the Union (or his/her designated representative) to the member's Supervisor or Department Head under the same conditions as listed above.

**Section 3.03.** To investigate alleged grievances, a Union Officer, Chief Steward, or Steward shall be permitted to visit employees at work or observe working conditions. On such occasions, the person shall first see the Department Head, who will make such arrangements as may be necessary, provided there is no undue interference with work in progress. Upon being granted permission to enter the property, the Union Officer, Chief Steward, or Steward will conform to all Company regulations.

**Section 3.04.** Union Officers, Chief Stewards or Stewards or any other Union representatives shall not engage in Union activities on Company time or property except as provided in Section 3.02 of this Article or in Articles 12, 13 and 14.

**Section 3.05.** The Company's compensation procedure with respect to time off for employees relative to Union business shall be as follows:

- a) Under Step 1 of Article 13 of this Agreement, the Company will compensate the grievant and the Steward for hours spent in discussion meetings with Company representatives. If such meetings take place outside the grievant's regular working hours or extend beyond the grievant's regular working hours, then such time shall be compensated at the straight time rate.
- b) For Step 2 meetings under Article 13, the Company agrees to compensate the grievant, the Steward and/or the Chief Steward on the same basis as Section 3.02(a) above.
- c) For Step 3 meetings under Article 13, the Company agrees to compensate the grievant, the Steward and/or the Chief Steward on the same basis as Section 3.02(a) above.
- d) The Company will not compensate any Union members for time spent in arbitration hearings meetings.
- e) No person who is a full-time employee of the Union shall receive any compensation from the Company for any meetings held in connection with this Agreement.
- f) For meetings scheduled under the terms of Article 13 of this Agreement, the Company will compensate the Steward for time in such meetings within the guidelines of Section 3.02(a) above.
- g) Union members who are requested by the Company or OSHA or who are required under State or Federal regulations to attend, assist, or accompany OSHA tours or OSHA meetings will be compensated for hours spent during their regularly scheduled working hours. Time spent where Union members

have requested voluntary involvement shall not be compensated by the Company.

- h) Up to two (2) members of the Union, who are Company Employees (excluding full-time Union representatives), shall be granted time off without loss of base pay to participate in Contract Negotiations between the Company and Local 1900. Accordingly, the Company shall continue to pay such employees their basic wage rates. Such employees will be paid as if they worked a regular workday and a regular five-day workweek. They will not be reimbursed for any lost overtime. Nor will they be paid if the parties negotiate on a weekend.
- i) The Union will make a reasonable effort to minimize the need for Stewards to handle grievances outside their department or regular work location.

#### **ARTICLE 4 UNION MEMBERSHIP AND DUES DEDUCTION**

**Section 4.01.** It is agreed that upon completion of one (1) month of continuous service employees in bargaining unit positions shall, as a condition of employment, become a member of the Union and maintain membership in the Union in good standing in accordance with its Constitution and Bylaws.

**Section 4.02.** The Union will, on such terms and conditions as are generally applicable to other members, accept into membership all employees in the bargaining unit.

**Section 4.03.** All present, new, and rehired employees who are in bargaining unit positions, upon completion of the above stated time shall, as a condition of employment, tender the initiation fees and standard dues uniformly required as a condition of acquiring and retaining membership in the Union. It is agreed that the

Union may notify the Company in writing when any bargaining unit employee has become delinquent in tendering either the standard dues or initiation fees uniformly required as provided for, and the Company shall thereupon notify the employee that, unless they tender to the Union the delinquent dues or initiation fees or their equivalent within 30 days, their employment by the Company shall be terminated unless or until the Union has notified the Company that the Employee is in good standing. The Union agrees that it will not require the Company to discharge any such employee for any reason other than failure of the employee to tender such fees and/or dues uniformly required as a condition of acquiring or retaining membership in the Union. The Company shall have no obligation to take any action under this provision until it receives written notice from the Union that an Employee is not in compliance with the Employee's membership obligation. The written notice requesting termination shall also be copied to the Employee affected by the notice.

Non-members shall be responsible to the Union for any costs of services and direct representation, including attorney fees, provided by the Union on behalf of the non-member, to the fullest extent permitted by law. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or suits that may arise out of the discharge of any employee under this Article.

**Section 4.04.** The Company agrees to deduct all such dues and fees, or their equivalent, from the pay of each employee who provides to the Union a properly executed written document authorizing the Company to make such deductions. Deductions will commence in the month following the date union membership or equivalent fee payment is required as set forth above, and the Company will continue to make such deductions each pay period while the authorization remains in effect. The sums so collected shall be paid by the Company to the Financial

Secretary of the Union. The Union shall notify the Company by providing written notice to the Chief Operating Officer or designee if any employee fails to provide the Union with a written authorization for dues deductions on or before the date dues deductions are to commence. The Union further shall notify the Company of any withdrawal, cancellation, revocation, or modification to any written authorization by any employee. The Union also shall notify the Company in writing of any changes in said fees and/or dues, or their equivalent. In no case shall the Company collect and/or pay over to the Union any sums more than those authorized by an employee.

**Section 4.05.** Notwithstanding anything to the contrary contained herein or in any such written authorization, the Company may, in its discretion, cease to deduct and pay over in accordance with any such written authorization from and after the date on which the grantor of such authorization ceases to occupy a position included in the bargaining unit.

**Section 4.06.** The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of Union membership dues, and/or fees, or their equivalent, as herein above defined or as a result of discharge of an employee for failure to pay such dues and/or fees, or their equivalent. In addition, to the extent allowed by law, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

**Section 4.07.** Nothing contained in this Article, or in this Agreement, shall be construed as to require the Employer to violate any applicable law, State or Federal, including, but not by way of limitation, the National Labor Relations Act, the Labor Management Relations Act of 1947, as amended or the Labor Management Reporting and Disclosure Act of 1959, as amended.

**Section 4.08.** To facilitate voluntary contributions to the IBEW Committee on Political Education (COPE), the Company agrees to deduct a specified dollar amount from the pay of each employee for whom it receives a lawful written authorization, provided the salary, wages or sickness benefit payments due the employee for a payroll period are sufficient to permit such deduction. The Company will continue to make such deductions while the authorization remains in effect or until the employee ceases to occupy a position included in the bargaining unit.

- a) The sums so collected shall be paid by the Company to the Financial Secretary of the Union. The Union shall notify the Company in writing of any changes of deduction amounts authorized, but in no case shall the Company collect and/or pay over to the Union any sums more than those authorized.
- b) All written authorizations, and all withdrawals, cancellations, and modifications thereof, shall be valid and effective, notwithstanding anything to the contrary contained therein or herein, only if transmitted to the Company through the Financial Secretary of the Union.

The Union shall indemnify and save the Company harmless against all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of IBEW COPE contributions.

## **ARTICLE 5 STEWARDS AND UNION LEAVE**

The Union's Business Manager may appoint employees to act as stewards on their behalf. The Employer shall provide reasonable leave to such stewards to administer this Agreement and provide representation. Such leave shall be considered as time worked and paid by the employer accordingly, within the terms of this agreement.

## **ARTICLE 6 CONTRACT ADMINISTRATION**

The Parties acknowledge that issues of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement which may require the Employer and the Union to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to meet within a reasonable time at the request of either party. Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

## ARTICLE 7 SENIORITY

**Section 7.01.** The Company and the Union accept the principles of seniority and agree that the seniority rosters established hereunder shall be the basis of the application of seniority rights as set forth herein.

**Section 7.02.** A seniority roster shall be prepared for the employees “Classified Seniority” and “Continuous Service Seniority” with the Company.

- a) “Classified Seniority” shall be the date on which the employee was placed into the classification and shall be the date used as the seniority date for promotions within that Occupational Group.
- b) “Continuous Service Seniority” shall be the employee’s most recent date of hire and shall be used to fill jobs when there is no qualified employee within the Occupational Group.

**Section 7.03.** Employees employed as temporary employees shall not have seniority position or seniority rights while in such employment status. If changed to regular employment status, they shall have seniority position and seniority rights as of the date of change. The seniority rights in this section refer to an employee’s competitive standing against other employees for such things as promotions, holiday, and vacation choice.

## **ARTICLE 8 JOB DESCRIPTION**

**Section 8.01.** Upon hiring, employees shall be provided with a written job description that outlines their expected duties and responsibilities.

**Section 8.02.** In the event that a bargaining unit employee's job description is revised, the employees will receive a copy of the updated job description. Supervisors will go over the descriptions with employees to discuss their duties as well as their pathway to promotion.

**Section 8.03.** In cases of promotion or re-classification, a revised job description will be issued to the employee concerned.

**Section 8.04.** Employees who are promoted or re-classified within the bargaining unit will be compensated in accordance with this Agreement.

**Section 8.05.** In the event that the Employer intends to make a material update to a bargaining unit employee job description, the Employer will provide a copy to the Union. The Union shall provide any feedback on the updated description within five business days, and the Employer shall thereafter provide a copy of the final updated job description.

## ARTICLE 9 EMPLOYEE CLASSIFICATIONS

**Section 9.01.** All employees fall within one of the classifications below:

- a) Full-Time Employees – Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.
- b) Part-Time Employees – Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
- c) Short-Term Employees – Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible to receive statutory benefits.
- d) In addition to the above classifications, employees are categorized as either “exempt” or “non-exempt” for purposes of federal and state wage and hour laws.

Employees classified as exempt do not receive overtime pay; they generally receive the same salary regardless of hours worked. Such a salary may be paid less frequently than semi-monthly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

In cases when work is planned or foreseen on Saturday or Sunday, Management shall make a reasonable effort to inform the potentially affected employees as early as reasonably possible.

## ARTICLE 10 LEAVE OF ABSENCE

**Section 10.01.** Employees will be excused with pay for absence on scheduled workdays upon the occasion of a death as follows:

- a) Between, and including, the day of death and the day of the funeral of a close relation by reason or blood or affinity with a maximum of three (3) working days. One (1) of the days of total allotment may be taken on the day immediately after the funeral.

### **Section 10.02: Jury Duty Leave**

When regular employees are selected to serve as jurors in the jurisdiction of their residence and are required to be absent from work on regularly scheduled workdays due to jury duty, the following provisions will apply:

#### **1. Payment Continuation:**

When regular employees are selected to serve as jurors (including grand jury duty), employees will receive pay at their basic rate during jury duty service.

#### **2. Notification and Reporting Requirements:**

Employees are required to promptly notify their supervisors upon receiving a jury duty summons. They must also obtain any necessary certifications regarding the hours and days served as jurors as may be required by the Company.

#### **3. Work Reporting:**

Employees shall report for work whenever they are not actively serving as jurors during their regularly scheduled workdays unless otherwise instructed by their supervisors.

#### **4. Limitations on Pay Continuation:**

The continuation of pay as outlined above shall not be provided more than once in two consecutive calendar years unless the individual is unable to be excused from serving on jury duty.

**Section 10.03.** Any employee subpoenaed as an innocently involved witness in a federal, state, or local government judicial proceeding shall lose no pay thereby.

**Section 10.04.** Employees who are called to temporary, short term active duty in the National Guard or Reserve due to a declared emergency or regular encampment shall be granted a leave of absence on request. The Company will compensate employees during such leaves for the difference between the employee's base military pay, excluding any allowances, and the employee's base pay rate in the Company, providing employees promptly submit official military documentation as to military pay received for the period of the emergency or regular encampment.

**Section 10.05.** Employees who are called to active duty or enlist in the U.S. Armed Forces shall be granted leaves of absence for their initial tour of duty or initial enlistment period. If such employees return to work within 90 days of their separation or discharge from military service, their continuous service with the Company shall not be broken. Unless otherwise required by law, all employee benefits shall be suspended during the period such employees are on active duty.

**Section 10.06.** In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by law, the employee may use their PTO to take time to vote. However, such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your supervisor should be notified at least two days prior to the voting day.

## **ARTICLE 11 ELECTED OR APPOINTED TO IBEW LOCAL 1900**

**Section 11.01.** A regular employee who is elected or appointed to a full-time official position in Local Union #1900 shall be granted a leave of absence without pay by the Company for the term of such elected or appointed office. In conjunction with such leave, the following will apply:

- a) The President of Local Union #1900 shall give written notice to the Manager responsible for handling Labor Relations stating the name of the employee to be granted leave, the date such leave will commence, and the name and term of office involved.
- b) The Company shall make no wage payments to the employee during the term of leave of absence; however, the Company will continue the employee's coverage under certain benefit plans listed below, provided that Local Union #1900 reimburses the Company for the full cost of premiums or contributions (employee - employer) currently in effect for such plans, and to the extent the employee remains eligible for coverage under the terms of a given benefit plan. Such reimbursements shall be forwarded monthly to the department responsible for benefits. The benefit plans subject to such continuation are as follows:
  - i. Medical
  - ii. General Retirement Plan
  - iii. Long Term Disability
  - iv. Dental
  - v. Vision

Local Union #1900 shall be responsible for providing Workers' Compensation coverage for any employee who is on leave of absence under this Section 11.01.

An employee on leave shall continue to accrue all seniority rights during the term of office with Local Union #1900 and shall, upon expiration of such leave, be

reinstated in their former job classification at the former work location if they are physically qualified to perform the work. It is understood that an employee on leave for Union business forfeits any promotional opportunities in the Company which occur during such a leave of absence.

## **ARTICLE 12 SUSPENSION AND DISCHARGE**

**Section 12.01.** The maintenance of discipline is the responsibility of the Company and to that end the Company may discipline employees for cause. A copy of all disciplinary actions issued to Bargaining Unit employees after the effective date of this Agreement will be forwarded to the Union. The Company will also provide a list to the Union once per quarter of the employees who have been disciplined along with what level of discipline the employee received.

**Section 12.02.** In the event the Company believes that a Bargaining Unit employee's problem regarding work performance, conduct and safety, or attendance appears to warrant discharge, a meeting will be scheduled for that employee before their Director (or designated representative); other Company representatives may also be present.

- a) The employee and the Union will be notified of the meeting. The employee will be advised of their right to Union representation (including the Union's telephone number).
- b) The Union office will be notified as soon as reasonably possible when an employee is notified of the meeting.
- c) The purpose of the meeting is to ensure that an appropriate decision is made regarding the Bargaining Unit employee's continued employment with the Company. A Representative of the Union may attend the meeting at which

the employee will be notified of their termination. If desired, the employee may allow that Union official to represent them at that meeting.

- d) After the meeting, and after the Company has completed any additional investigation that it deems appropriate, the employee will be advised, in writing, of the Company's final determination. A copy of that determination will be forwarded to the Union. It is understood that employees will remain at work pending the Company's final determination unless that employee has been placed on paid administrative leave.

**Section 12.03.** The Company may place employees on paid administrative leave during the pendency of any investigation or review of potential misconduct by the employee. In the event a Bargaining Unit employee is placed on paid administrative leave, the Company will endeavor to assure that a Steward is present when the employee is notified. In the event a Steward is not available, or it is impractical to have a Steward present, the management representative who places the employee on administrative leave is responsible for ensuring that the Union office is notified as soon as possible.

- a) It is understood and agreed that an administrative leave is non-disciplinary. However, in the event an administrative leave extends past ten (10) days, the Union shall have the right to request a meeting. In the event of such a request, the parties shall, within two (2) days, arrange to meet and discuss the employee's employment status.

**Section 12.04.** In the event the Union disagrees with a Company decision to discharge a Bargaining Unit employee, the Union may file a grievance directly to the second step of the grievance process pursuant to Article 13.

## ARTICLE 13 GRIEVANCE PROCEDURE

**Section 13.01.** It is considered by the parties that all grievances should be presented promptly, discussed without delay, and answered within a reasonable time. A grievance is defined as a violation of a specific term(s) or provision(s) of this Agreement. It is also considered that grievances should be settled whenever possible at the levels where the greatest familiarity with the subject matter exists. Any individual employee or group of employees shall have the right to present grievances and to have them considered for adjustment, provided any adjustments are not inconsistent with the terms of this Agreement and a Union representative has been given an opportunity to attend as provided in this procedure. Therefore, it is agreed that all grievances shall be subject to the following grievance procedure.

**Section 13.02.** Any employee who believes that they have a grievance shall, within seven (7) calendar days after the cause of the grievance is alleged or known to have taken place, discuss it with their immediate supervisor. The employee may, if they desire, have their Steward present during the discussion. The employee or Steward must identify that the purpose of the discussion is to address a potential grievance under this Agreement. The supervisor shall, within three (3) workdays after the discussion, notify the employee or Steward (if present at the discussion) of their disposition of the matter. In the event that the employee's issue concerns the supervisor, or the employee otherwise prefers not to speak to the supervisor, the employee can begin the grievance process at Step 1 below.

**Section 13.03.** Step 1 - If the appropriate supervisor's response does not resolve the grievance, then within fourteen calendar days after the cause for the grievance is alleged or known to have taken place, the grievance shall be stated in writing on forms or electronic template available from the Company or the Union, listing the name of the grievant (when applicable), facts/reasons, date of occurrence,

Agreement provisions in question and settlement desired. The grievance must be numbered (by the Local Union Office), dated and signed and one (1) copy shall be delivered to the Managing Director and one (1) copy shall be delivered to the Union. If a grievance is not delivered to the Managing Director within fourteen calendar days after occurrence of or cause for the grievance, it will no longer exist. The Managing Director will provide notice of the preferred method to receive grievances and the Union agrees to provide timely notice.

**Section 13.04.** Within seven (7) calendar days of delivery of the aforesaid grievance to the Managing Director, the Managing Director, the grievant, Steward, and/or Chief Steward shall meet to resolve the grievance. Within seven (7) calendar days after the meeting, the Managing Director or designee shall give written notice to the Steward, with a copy to the Local Union President of the determination of the grievance. If the grievance is not resolved, it may be taken to Step 2.

**Section 13.05.** Step 2 - If the grievance is not resolved in Step 1, the President of the Local Union (or their designated representative) may, within fourteen calendar days after receipt of the written determination in Step 1, submit in writing to the employee's Chief Operating Officer (or their designated representative), the employee's manager, via email, a request to move the matter to Step 2. The subject matter of the email shall read "Second Step Grievance Meeting Request for Grievance Number##." The purpose of this designation in the subject line is to ensure that requests are not missed, and that the Company is prepared to hear the grievance. The Company is responsible for providing the Local Union President with the email addresses of the Management representatives Step 2 requests are to be sent to. The Union and the Company may be present and eligible to participate in the discussion with any person they so desire.

The Union and the Company will cooperate in scheduling Step 2 grievance meetings as needed. Both parties will consider business needs when setting the days and times for Step 2 grievance meetings.

- a) Within fourteen calendar days after the meeting, the Chief Operating Officer (or their designee) shall give written notice to the Local Union President (or his/her designated representative) of the Company's determination of the grievance. If the grievance is not resolved in Step 2, it may be taken to Step 3.

**Section 13.06.** Step 3 - If the grievance is not resolved in Step 2, the President of the Local Union (or his/her designated representative) may, within fourteen days after receipt of the written determination in Step 2, submit in writing to the Principal a request for a Step 3 meeting to resolve the grievance. The Labor Relations Representative and the Principal for the Company (or their designated representative) will attend the Step 3 meeting. The Union and the Company may have present and be eligible to participate in the Step 3 meeting any representatives they reasonably so desire. Within fourteen calendar days after the meeting, the Principal shall give written notice to the Local Union President (or their designated representative) of the determination of the grievance. If the grievance is not resolved in Step 3, it may be taken to arbitration as provided in Article 15.

- a) The Union and the Company will cooperate in scheduling Step 3 grievance meetings as needed. Both parties will consider business needs when setting the days and times for Step 3 grievance meetings..

**Section 13.07.** Discussions regarding grievances shall be conducted as far as practicable during the employee's working hours. Payment for discussions regarding grievances shall be compensated as outlined in Article 3 of this

Agreement. All employees shall first obtain permission from their supervisor to be absent from such meetings and must report to them upon returning.

**Section 13.08.** Grievances relating to matters which extend beyond a single Department, Division, or Group may originate in Step 2 of the grievance procedure.

**Section 13.09.** Whenever a grievance involves a group of employees, except in a discipline occurrence, a committee of not more than three persons, which shall include the appropriate Steward and at least one of the employees affected, may be substituted for an employee wherever the word “employee” is used in the grievance procedure.

**Section 13.10.** It is agreed that the grievance procedure or time limits may be varied at any time by written agreement of the parties when such action appears to be necessary or desirable.

**Section 13.11.** The Union and the Company shall inform each other of persons authorized to represent them in grievance matters. The Company will provide a list of the local Management Team as well as the other persons authorized to represent the business in the grievance process including their contact information. Likewise, the Union will provide a list including the names and contact information of those representatives authorized to represent employees in the grievance process.

**Section 13.12.** Grievances of the Company or Union shall originate in the lowest step where authority to take appropriate action exists.

**Section 13.13.** The grievance procedure is applicable to all employees in the bargaining unit except as otherwise restricted elsewhere in this Agreement, provided, however, that terminations of regular employees during their first year of continuous service may not be the subject of a grievance.

**Section 13.14.** Failure to comply with the time limit provisions by employees or Union representatives shall invalidate the grievance. Failure to comply with the time limit provisions by Management representatives shall permit the grievance to be advanced to the next Step of the grievance procedure.

#### **ARTICLE 14 MEDIATION AND ARBITRATION**

**Section 14.01.** Any grievance not resolved in mediation or Step 3, or mediation of the grievance procedure may be submitted to impartial arbitration.

**Section 14.02.** The Company or the Union shall notify the other party of its desire to proceed to arbitration within two (2) weeks of receipt of the Step 3 answer. Such notice shall be in writing and shall specify the grievance to be arbitrated and state the issue(s) involved.

**Section 14.03.** An impartial Arbitrator shall be selected by mutual consent of the Company and the Union as soon as practicable after receipt of the request for arbitration. If the parties do not agree on the selection of an Arbitrator within two (2) weeks after receipt of the request for arbitration, the American Arbitration Association shall select from a standing panel (agreed to by the parties in the Memorandum of Understanding by which this Agreement was established) the five Arbitrators least recently selected under this Article and shall provide a list thereof to each party. Within one (1) week following receipt of the list of Arbitrators, the parties shall meet and alternate in striking names from the list with the loser of a coin toss striking first. The remaining name, after each party has struck twice, shall be the impartial Arbitrator.

**Section 14.04.** The arbitration hearing shall be held as quickly as reasonably possible. The award of the Arbitrator shall be final and binding upon both parties

and upon the employee(s) involved. The fees and expenses of the Arbitrator, and any other expenses agreed to by the parties prior to the arbitration hearing, shall be shared equally by the Company and the Union. The Arbitrator shall have power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement and shall rule only on the issues submitted to him/her. The Arbitrator shall have power only to interpret this Agreement and shall not have the power to alter or amend it.

**Section 14.05.** At the request of either party, a grievance involving the discharge or discipline of an employee shall be submitted to Expedited Arbitration (as defined below). The Arbitrator for such Expedited Arbitrations shall be appointed from a standing panel of at least ten (10) Arbitrators agreed to by the parties in the Memorandum of Understanding by which this Agreement was established. As soon as practicable after receipt of the arbitration request referred to in Section 14.02 above, the parties shall try to agree on a date(s) to arbitrate the case. If agreement is reached, the parties shall notify the American Arbitration Association (hereinafter "AAA") of the desired date(s). The AAA will then appoint an Arbitrator from the parties' standing panel who is available on the requested date(s). Prior to the parties' selection of a mutually acceptable date(s), neither party shall be informed of the availability of a named Arbitrator on a particular date. If the parties are unable to agree on a date within two (2) weeks after receipt of the request for arbitration, either party may so notify the AAA, requesting that the AAA appoint an Arbitrator who will set the time and date(s) after considering the parties' positions on when the case should be heard. In appointing Arbitrators under this Section, the AAA shall make every effort to evenly distribute the cases among the standing panel of Arbitrators. The Expedited Arbitration will be conducted according to the Expedited Arbitration rules generally in effect, except

to the extent inconsistent with this Section. The party seeking Expedited Arbitration shall be responsible for any additional fees or expenses associated with Expedited Arbitration.

**Section 14.06.** At the agreement of the Company and the Union, any grievance not resolved in Step 3 of the grievance procedure may be submitted to mediation through Federal Mediation and Conciliation Services (FMCS).

- a) The Company or the Union shall notify the other party of its desire to proceed to mediation within fourteen days (14) of receipt of the Step 3 Answer. Such notice shall be in writing and shall specify the grievance to be mediated and state the issues involved. The Company or the Union may decline mediation in any case.
- b) Should the parties agree to mediation in a case, the requesting party shall contact the FMCS Mediation Services and make a formal request for grievance mediation services in accordance with FMCS procedures. The parties will abide by FMCS procedures and ground rules.
- c) Any expenses which are to be incurred shall be discussed ahead of time and split between the parties.
- d) The Company will not pay any Union member for time spent in mediation hearings meetings.
- e) If the parties cannot agree on a date to hear the case that is within 60 days of the Step 3 grievance answer being issued, either party may decline mediation at that point, provided notice is given to the other party in writing.
- f) Any settlement reached will be “without precedent” unless otherwise agreed to by the parties in writing.
- g) If mediation is declined in 14.06(a) or 14.06(e) or no agreement is reached at mediation, either party has 14 days to request arbitration, or the matter will be considered closed.

## **ARTICLE 15 EMPLOYEE DATA**

**Section 15.01.** The Employer shall furnish to the Union for each new hire within five (5) calendar days of their start date an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable: The name, home mailing address (including street, city/town, state, and zip code), job title, monthly salary, initial date of hire, work location address, home phone, work phone, home email address, and work email address for each employee covered by this Agreement. The Employer will also send an official hire letter, signed by both the Employer and the new hire.

## **ARTICLE 16 APPLICABLE LAWS AND REGULATIONS**

**Section 16.01.** It is understood and agreed that the provisions of this Agreement are in all respects subject to all applicable laws and governmental regulations now or hereafter in effect and to the lawful rulings and orders of all regulatory commissions now or hereafter having jurisdiction. Should any provision of this Agreement be found to be in conflict with any applicable laws or lawful rulings or regulations, the parties shall at once meet for the purpose of discussing and/or modifying that portion of the Agreement only.

**Section 16.02.** The Company will endeavor to comply with all state and local laws and regulations relating to the safety and health of employees and will take such additional steps as may be necessary to make adequate provision therefore, including the establishment and maintenance of appropriate first aid kits and other facilities. The Company will also formulate and publish safety rules to which the employees shall be required to conform.

## **ARTICLE 17 SAFETY AND HEALTH**

**Section 17.01.** The Company and the Union recognize the need for an effective Safety and Health Program for the benefit of all employees and the Company. The Union will cooperate in assisting and maintaining the Company's rules regarding safety and health. The Company recognizes the interest of the Union in the safety and health of its members and will give careful consideration to any recommendations made by it. The Company agrees to investigate, upon request of the Union, any conditions which might affect the safety and health of employees and will meet with the Joint Labor-Management Committee as designated in Article 28.

**Section 17.02.** When the Company is required to notify OSHA or a corresponding state agency of an accident involving Company employee(s), it will also notify the Union of such accident. The Union may thereafter investigate the accident by having a Union official contact the Manager responsible for safety or a member of his/her staff who will arrange for such an investigation.

## **ARTICLE 18 OVERTIME**

**Section 18.01.** The normal workweek shall consist of 40 hours of work (Monday – Friday), although an employee’s work hours on a given day or week may increase or decrease based on business needs.

**Section 18.02.** Overtime is defined as time worked in excess of 40 hours of work in a normal workweek. All overtime shall be paid for at the rate of one and one-half times basic rates except where higher rates are provided for elsewhere in this Agreement or as otherwise required by applicable law.

**Section 18.03.** When the Company determines that overtime work is required, such work, to the extent reasonably possible, shall be distributed as equitably as possible among employees in the job classification in which such overtime work is to be performed.

In cases when overtime is planned or foreseen, Management shall make a reasonable effort to inform the potentially affected employees as early as reasonably possible. Employees cannot work overtime without their supervisor’s prior approval.

## ARTICLE 19 HOLIDAYS

**Section 19.01.** Each year, the Company will provide each employee with one floating holiday, which must be scheduled with supervisor's approval.

For the term of this Agreement, the following days will be observed as uniform and fixed Company holidays:

- a) New Year's Day
- b) Martin Luther King's Day
- c) President's Day
- d) Memorial Day
- e) Independence Day
- f) Juneteenth
- g) Labor Day
- h) Veteran's Day
- i) Thanksgiving and the day after
- j) Weekdays falling between December 21<sup>st</sup> and December 26<sup>th</sup>. This means that employees will have the following holiday schedule during the term of this Agreement:

2026: Monday, December 21<sup>st</sup>, Tuesday, December 22<sup>nd</sup>, Wednesday, December 23<sup>rd</sup>, Thursday, December 24<sup>th</sup> and Friday, December 25<sup>th</sup>.

2027: Tuesday, December 21<sup>st</sup>, Wednesday, December 22<sup>nd</sup>, Thursday, December 23<sup>rd</sup>, and Friday, December 24<sup>th</sup>.

2028: Thursday, December 21<sup>st</sup>, Friday, December 22<sup>nd</sup>, Monday, December 25<sup>th</sup>, and Tuesday, December 26<sup>th</sup>.

2029: Friday, December 21<sup>st</sup>, Monday, December 24<sup>th</sup>, Tuesday, December 25<sup>th</sup>, and Wednesday, December 26<sup>th</sup>.

**Section 19.02.** Due to the cyclical nature of its business, the Employer may require employees to work on a holiday. An employee is not required to work on a holiday unless directed by a supervisor to perform work specifically on the holiday. If employees are required to work over a holiday, they should receive an additional paid day off without work responsibilities. For purposes of this Article, an employee is required to work on a holiday if the employee performs at least 30 minutes of work. An employee who works between 30 minutes and two hours on a holiday will receive a ½ day (4 hours) of additional time off as a floating holiday. An employee who works more than two hours on a holiday will receive a full day (8 hours) of additional time off as a floating holiday. The additional time off must be scheduled with the supervisor's approval, which will not be unreasonably withheld, and taken within six weeks of the holiday. Floating holidays expire after this six-week period, and unused floating holidays are not paid out at separation.

**Section 19.03.** In addition to the holidays listed above, employees are entitled to a day of leave on April 16, District of Columbia Emancipation Day. Such leave will be unpaid leave unless the employee elects to use vacation leave. Such leave will be granted only if the employee notifies their supervisor of the leave at least 10 calendar days in advance, and the leave will not disrupt or make unusually difficult CCA's business operations.

**Section 19.04.** The Company will seek to reasonably accommodate individuals' religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor or the Operations department. Additional time off for religious observance will be unpaid unless the employee chooses to use available paid time off.

## ARTICLE 20 VACATIONS

**Section 20.01.** Eligibility for vacation during the calendar year in which an employee is hired shall be provided as follows:

An employee's vacation allowance for any calendar year under the tables set forth below will be determined by length of continuous service as of the employee's anniversary date in the current year.

<b>Continuous Service</b>	<b>Maximum Vacation Allowance</b>
Up to 2 years	12 days
2 years to 4 years	15 days
5 years or more	20 days

Vacation shall accrue on a pro rata, per pay period basis. In the Company's discretion, an employee may be permitted to take additional unpaid time off.

Notwithstanding the above, a non-exempt part-time employee will accrue 1 hour of paid time off for every 40 hours worked. This can be used for sickness or vacation days.

**Section 20.02.** Any employee who leaves the Company's employment for any reason shall be paid for any unused vacation eligibility in effect at the time of leaving employment. Upon the death of an employee such eligibility shall be paid to his or her estate.

**Section 20.03.** The Company will, as far as practicable consistent with work requirements, permit vacations to be taken at the time desired by employees, but determinations as to the total number of employees or any employees, the number of employees of a particular classification or at a particular location, the number and classification of employees of a particular working group, to be allowed on

vacation at any time; the time within which vacations may be taken; and the make-up of working groups for vacation purposes, are reserved solely to the Company in order to ensure the orderly operation of the Company. In election years, the Company will not approve vacation requests during the first and last week of each quarter, or between Labor Day and the date of the General Election, except in unusual circumstances. The Company reserves the right to establish other reasonable vacation “blackout periods” based on its business needs.

**Section 20.04.** Employees must provide as much advance notice as is practicable for the requested vacation, and in no event less than two weeks’ advance notice. Vacation is generally approved on a first come, first served basis. Where multiple unit employees have made pending vacation requests for the same periods of time, the relative seniority of the employees will be given substantial weight in determining which request to approve.

**Section 20.05.** Vacation is generally expected to be taken in increments of no less than one-half day.

**Section 20.06.** Employees are considered to be on vacation at the end of their last scheduled workday; or, if they continue on duty for overtime work, at the time they are released from such overtime work. Employees are returned from vacation when they report to work at the beginning of their first regular scheduled shift after scheduled vacation days.

**Section 20.07.** Vacations shall not be carried over from one year to the next except as specifically permitted herein.

(a) If an employee has not used their full vacation allotment by the end of a calendar year, then up to forty (40) hours of the remaining balance will automatically be carried over into the next year. All carryover vacation days must be used by the end of that following year, or they will be forfeited.

(b) When an employee takes vacation, any carryover vacation hours will be deducted from the employee's vacation balance before any deductions related to the current year's vacation entitlement. In other words, vacation hours will be deducted on a first-in, first-out basis to ensure clarity and fairness in the use of vacation time.

**Section 20.08.** Legal holidays as set forth in Article 10 that fall on scheduled vacation days shall be considered as holidays and not as days of vacation. The additional day of vacation resulting in these cases may not necessarily be taken as continuation of the same vacation period but will be allowed at the convenience of the Company.

**Section 20.09.** When an employee is disabled because of sickness disability and qualifies for Sickness Disability Allowances; or is disabled due to an occupational injury; or is called up on a military emergency, and any such event occurs prior to the time for the employee's vacation to begin, the employee may request a postponement of vacation. Any such postponed vacation may be rescheduled by the Company at any time during the same calendar year. If it is not practicable for the Company to reschedule the vacation during the same calendar year, the Company shall have the option of allowing such vacation in the following calendar year.

**Section 20.10.** As to vacation eligibility, all hours, including overtime hours, of paid compensation, except sickness disability, will be counted toward establishing vacation eligibility.

## ARTICLE 21 SICK LEAVE

**Section 21.01.** Each full-time employee will be allowed 12 sick days per year to be used as needed. Exempt part-time employees will accrue 6 days of paid vacation and 6 days of sick leave. (If a state or local paid sick leave law provides for more than 6 days of sick leave, such employees may use paid vacation for sick leave reasons once paid sick leave is exhausted.) Non-exempt part-time employees will accrue 1 hour of paid time off for every 40 hours worked. This can be used for sickness or vacation days.

**Section 21.02.** Sick leave may be used for an employee's illness, for care of a family member, for medical appointments scheduled during working hours, for absences related to incidents of domestic violence or sexual abuse, or for other reasons permitted by an applicable state or local paid sick leave law.

**Section 21.03.** Medical Certificates. Absences due to sickness disability of two (2) days or less, whether compensated or not, need not require medical certification as to the employee's inability to report to work; however, upon advance notice for the next occurrence of absence, medical certificates may be required when the Company feels the employee's attendance record warrants such.

- a) If an employee needs more than three sick days in a row, the employee may be asked to provide documentation from a medical professional. When a medical certificate is required, it should be presented to the Company upon the return to work, but in no case later than three (3) working days after the employee returns to work.

**Section 21.04.** Accrued (one day of sick leave per month), unused paid sick leave carries over from year to year, but employees are not permitted to use more than 18 sick days a year (unless otherwise permitted by an applicable state or local paid sick leave law). Accrued, unused paid sick leave is not paid out upon separation.

## ARTICLE 22 WAGES

**Section 22.01.** Effective February 1, 2026 all employees shall be paid in an annualized minimum salary as follows:

<b>Title</b>	<b>Minimum</b>
Associate	\$57,000
Senior Associate (Compliance and Operations)	\$64,000
Manager (Compliance)	\$70,500
Financial Operations Specialist	\$80,000

The salary ranges for these roles shall be adjusted upwards by 1.5% on January 1 of each year 2027-2029. Nothing in this section prevent the Company from externally advertising, or otherwise utilizing for new hires, a maximum starting salary for each position.

**Section 22.02.** All current employees shall be paid the salary set out below:

Employees with more than one (1) year of service in their current job classification shall be paid the greater of:

1. The minimum salary listed in Section 22.01 plus 4%; or
2. A 4% increase in their current salary.

Employees with less than one (1) year of service in their current job classification shall, except as provided otherwise below; be paid the greater of:

1. The minimum salary listed in Section 22.01; or
2. A 4% increase in their current salary.

A general base wage increase will be provided to each eligible employee on payroll as of the effective date of such increase as follows:

1. January 1, 2027: 3%
2. January 1, 2028: 3%
3. January 1, 2029: 3%

To the extent the salary above is retroactive to February 1, 2026, the Company shall provide the retroactive component of the salary increase in the first regular payroll that is at least five calendar days following ratification of the contract (the "Payment Date"). With-regard to new hires, an employee who has been employed for less than 90 days as of January 1 will receive the increase to the new salary minimum for their title set out in Section 22.01 or a 1.5% increase from their base salary as of December 31 of the preceding year, whichever is greater.

**Guaranteed Annual General Wage Increase (GWI) Eligibility Regardless of Recent Promotion:**

All employees eligible for the annual General Wage Increase (GWI) will receive the scheduled GWI on the effective date (January 1) irrespective of any recent promotions, reclassifications, or changes in standing completed before that date.

**Ratification Bonus:**

Upon successful ratification of the proposed contract, IBEW Local 1900 members employed at Capitol Compliance as of the Payment Date, who have been employed for at least 30 days by the Company, will receive a ratification bonus of one thousand dollars (\$1,000). This amount will be subject to applicable taxes and withholdings.

## **ARTICLE 23 EMPLOYEE BENEFITS**

**Section 23.01.** The level and type of benefits currently being provided to employees shall remain the same during the term of the current contract, unless such benefits are discontinued by the plan provider or to the extent that the Employer, after consultation with the Union, reasonably determines that adoption of alternative plans will maintain quality of benefits equal to or greater than that provided in the status quo benefits plans.

- a) Blue Choice Advantage Gold 800
- b) Blue Dental Plus
- c) Blue Vision Plus
- d) Workers Compensation
- e) 401(k) Profit Sharing Plan
- f) ERS Employee Assistance Plan (EAP)

UNUM Long Term Disability Plan (LTD)

## **ARTICLE 24 IDENTITY OF PARTIES AND COMPLETE AGREEMENT**

**Section 24.01.** The parties to this Agreement agree that it shall be binding upon them and their successors and assigns.

**Section 24.02.** It is agreed that in the negotiations leading to the execution of this Agreement each party had full opportunity to propose, present, and discuss all matters concerning relationships between the Company, its employees in the agreed classifications and jobs covered by this Agreement, and the Union. Neither party is obligated to bargain collectively, as regards such employees, with respect to any matter covered by this Agreement, for the life thereof, except as may be specifically permitted by any reopening clause. Neither party shall have the right, without the consent of the other party, to insist upon an addition thereto, change

therein or deletion therefrom. Amendments to this Agreement may be made, however, and amendments proposed in writing by one party shall be considered by the other and discussed by the parties jointly; but if, because of such negotiations, no amendments are agreed to, the disagreement shall not constitute a dispute subject To Article 13, Grievance Procedure.

## **ARTICLE 25 UNAUTHORIZED WORK STOPPAGES, SLOWDOWN, OR LOCKOUTS**

**Section 25.01.** It is understood and agreed that the services performed by the employees of the Company in their employment are essential to the continuing operations of the Company.

**Section 25.02.** During the term of this Agreement and any mutually agreed-upon extensions thereof, the Union will not call, authorize, encourage, ratify, or engage in any strike, sympathy strike, sit down, slowdown, or other interference with or stoppage of the work of the Company, and the Company will not engage in any lockout of employees.

**Section 25.03.** In the event that any employees in the bargaining unit individually or collectively engage in any strike, sit down, slowdown, or other interference with or stoppage of work, the Company shall notify the Union of such incident and the Union shall take the following actions:

- a) Notify the Company in writing within 24 hours of such incident that such strike, sit down, slowdown, or other interference with or stoppage of work is not authorized by the Union.
- b) Immediately instruct such employees that they are in violation of the Agreement and order them to immediately cease such action.
- c) Grant such employees no assistance in such action.

**Section 25.04.** If the Union complies with Section 25.03 there shall be no responsibility on the part of the Union, its officers, or representatives.

**Section 25.05.** If such employees (Section 25.03) do not cease such action immediately upon instructions of the Union, they shall be subject to discipline by the Company, including discharge.

**Section 25.06.** If there is any question about any individual employee as to his/her participation in a strike, sit down, slowdown, or other interference with or stoppage of work, and/or the discipline imposed, the matter may be subject to Article 13, Grievance Procedure.

## **ARTICLE 26 LABOR MANAGEMENT COMMITTEE**

**Section 26.01.** There shall be a Joint Labor-Management Committee, comprised of two (2) members of the Union and two (2) members of management. The Committee shall meet quarterly to discuss issues affecting employees and the Company. Agenda items will be set by both sides at least one (1) week in advance of the meeting.

- a) No employee will be retaliated against for their Labor-Management Committee activity.
- b) Committee members shall receive no loss of pay or benefits for time served on the Labor-Management Committee.

The Committee shall have no authority to add to, delete from, or modify this Agreement.

## **ARTICLE 27 DURATION OF AGREEMENT**

**Section 27.01.** This Agreement is effective as of April 16, 2026 and it shall remain in full force and effect through 11:59 p.m. on February 1, 2030, unless specifically agreed otherwise, and from year to year thereafter unless either party serves written notice of their desire to amend, modify or terminate this Agreement at least sixty (60) days prior to the anniversary date. The Company and the Union may mutually agree to amend or add to any provision of this Agreement during its term, provided that any such amendment or modification must be in writing, executed by the duly authorized representatives of each party and any oral modification or amendment shall have no force or effect.

**Section 27.02.** Any future Agreements or memoranda of understanding during the term of this Agreement that are prepared by the Company and Union, or any subdivision thereof, shall require the signature of the Union President or designee and either the Company President or designee(s).

This contract is agreed to and accepted by Capitol Compliance Associates, Inc. and the International Brotherhood of Electrical Workers Local 1900 on this 16<sup>th</sup> day of April 2026.

**Capitol Compliance Associates:**

X Signed by:  
*JUDITH ZAMORE*  
ZE35B0EC00864FD...  
Judith Zamore  
President/Chief Executive Officer

**IBEW Local 1900:**

X DocuSigned by:  
*Jerry Williford, Jr.*  
F88643ADECAD48B...  
Jerry Williford, Jr.  
President

X Signed by:  
*Dylan Forest*  
47877DA08089480...  
Dylan Forest  
Steward

X Signed by:  
*Jeremiah Devlin-Ruelle*  
58D9850134D84DC...  
Jeremiah Devlin-Ruelle  
Steward

X Signed by:  
*Richard Dawson*  
8A86F7F02598403...  
Richard Dawson  
Vice-President

