

Preamble

This Agreement is made effective on January 13, 2023, by and between America Votes and the America Votes Action Fund (collectively the “Organization”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 collectively the “Guild”), for themselves and on behalf of all the employees described in Article 1.

Article 1: Recognition and Coverage

SECTION A: RECOGNITION

The Organization hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section B in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

SECTION B: BARGAINING UNIT

This Agreement covers all employees of the Organization employed in the positions attached to this Agreement as Appendix A. Should the Organization create any future position(s) performing the kind of work normally performed within the bargaining unit, and the position(s) is not supervisory, managerial, confidential, or a security guard position, or a cycle hire position, positions funded by third parties, or an independent contractor, volunteer, or intern/fellow position, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement.

SECTION C: EMPLOYEES

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

Article 2: Racial Justice, Equity, and Inclusion

SECTION A: DISCRIMINATION IS PROHIBITED AT THE ORGANIZATION

The provisions of this Agreement will be administered to ensure that discrimination does not occur based on an individual's race, ethnicity, religion, color, sex, gender (including gender expression and identity), sexual orientation, age, national origin, citizenship, disability, pregnancy, veteran status, political affiliation, lawful union activity, marital status, caregiver status, or any other basis prohibited by law or based on the employee's protected activity under applicable anti-discrimination statutes.

SECTION B: PROMOTING A SAFE AND INCLUSIVE WORKPLACE

The Organization will not tolerate discrimination, harassment, or bullying of employees at the hands of other employees or third parties. Furthermore, the Organization absolutely prohibits retaliation against any person who, in good faith, reports a possible violation of Article 2 of this contract or participates in an investigation into such behavior.

Discrimination or harassment can range from extreme behaviors, including violence, threats, race based harassment, or physical touching, to less obvious acts like ridiculing, teasing, repeatedly bothering individuals, or offering opportunities to one individual but not another based on a protected characteristic. Examples of harassment include, but are not limited to, actions such as the use of epithets, slurs, cyberbullying or cyber harassment, negative stereotyping, microaggressions, derogatory or insensitive jokes, pranks, or comments; or threatening, intimidating or hostile acts that relate to any of the above protected categories. It also includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Harassment also includes toxic behavior such as:

1. Making comments that tokenize, offend, or otherize a person with a subordinate or otherwise marginalized identity,
2. Toxic humor based on reinforcing stereotypes and/or associated with historical or social oppression,
3. Domineering, including constant interruption or talking over others, and
4. Knowing abuses of power or positionality with the purpose of causing fear or intimidation, such as demands for performance of personal services or favors, as opposed to legitimate business-related conduct.

The parties believe that when addressing harassment and toxic behavior it is important to recognize the complexities presented by intersectional identities and other power dynamics at play.

Harassment may also include written or graphic materials that show hostility toward an individual or group based on protected characteristics, whether that material is sent by email; placed on walls, bulletin boards, computer screens or other devices, or placed elsewhere on the premises or circulated in the workplace. Unwelcome conduct constitutes harassment if:

1. It has the purpose or effect of unreasonably interfering with an individual's work performance;
2. It creates an intimidating, hostile, unwelcoming, or offensive working environment; or
3. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.

This policy against harassment is intended to protect all employees of the Organization including where the harassment is committed by the third parties who Organization employees encounter on the job. This policy applies while working or part of a work assignment, at work-related or sponsored functions, and while traveling on work-related business, whether on or off

Organization premises. All employees must be expected to abide by the policy with respect to their own conduct, whether interacting with Organization employees or others.

SECTION C: ADDRESSING UNWELCOME CONDUCT BY ORGANIZATION EMPLOYEES

Anything alleged to be discrimination or harassment must be reported in accordance with procedures outlined in the Reporting Procedures section of the AV Employee Handbook. Annually, the Organization will provide the Guild with a copy of the report regarding harassment that is sent to AV and the AV Board of Directors.

The Organization recognizes that not all unwelcome conduct may rise to the level of harassment. By no later than three months following ratification of the Agreement, the Organization will establish an additional process for reporting concerns regarding toxic behaviors with an option for anonymity, without requesting that the Organization undertake any additional disciplinary steps so that the Organization can track the manner and frequency of reported toxic behaviors.

Accordingly, an employee experiencing toxic behaviors can:

- a. Seek external counseling to meet individual needs through the Organization's employee assistance programs; and/or
- b. Seek a Restorative Practice for repairing trust as described below.

The Guild and AV recognize a shared interest in providing a nondisciplinary pathway to repair trust and increase safety and understanding. To that end, employees may submit a request for a Restorative Practice to the Human Resources Department. The request will be assessed in as confidential a manner as is practical and appropriate under the circumstances. Restorative Practices will be designed to address and correct toxic behavior and facilitate understanding, and may include a Restorative Practice session with the individual who experienced the reported behavior, the individual(s) who is/are alleged to have perpetrated the toxic behavior, and, if the parties agree, any other relevant staff. The person designated by the Organization to conduct the Restorative Practice session will be trained on providing Restorative Practice sessions. If a conflict of interest exists between the person designated to conduct the Restorative Practice Session and either of the parties or the situation being discussed, the reporting employee may request a different facilitator in the event of a conflict of interest, as reasonably determined by the Organization. The Restorative Practice session will be conducted within a reasonable time period, which usually will be within sixty (60) days. If the Organization does not deem that a Restorative Practice is necessary, the Organization will provide its rationale in writing to both the employee and the Guild.

The Organization shall not take any adverse action against the employee for requesting a Restorative Practice. In cases in which an employee submits a request for Restorative Practice to the Organization, the Organization will provide written notice to the employee of their rights to union representation as part of the process and the name of the Union Lead Steward as part of the Organization initial email communications with the requestor.

The HR Manager referenced in Section G below will periodically consult with the Racial Justice and Equity Review Board and/or the Labor Management Committee regarding this Restorative Practice program and further implementation of the same.

SECTION D: ADDRESSING UNWELCOME CONDUCT BY THIRD PARTIES

Harassment or abuse of employees by third parties will not be tolerated by the Organization. Employees should report possible violations of Article 2, Section B as set out in the Organization's Equal Employment Opportunity policy. This provision addresses employee concerns about potential harassment or abuse of employees by third parties that the employee does not believe constitute a possible violation of Article 2, Section B.

Employees will be directed to raise complaints with their direct supervisor within a reasonable period of time after the conduct at issue, or its most recent occurrence, usually within 45 days, except in unusual cases, including submitting an email with the details of the incident. The supervisor will confirm receipt of the complaint and proposed steps and a timeline to address within 5 days of being made aware of the incidents. If the complaint is with an in-state partner, State Directors will have the autonomy to resolve in-state until the point when an employee may choose to escalate the complaint. Complaints with National partners will be handled by the National Political Director and may include the State Director or other Department Directors at the discretion of the National Political Director. If the issue is not addressed, the employee should submit an email with the details of the incident to the National Field Director, and the COO. Within five days time of being made aware of the incident, the National Field Director and/or the COO will reach out to the employee and supervisor to understand the incident and work with the staff for 30 days to find a solution which may include, by way of example, not allowing third party staff or consultants to engage with the employee or attend certain events or meetings. At all points throughout this process, the employee has a right to have a steward present or included on communications regarding the process. The Organization will maintain information regarding complaints under this section on a need-to-know basis consistent with the Organization's good faith efforts to resolve such complaints. The Organization will promptly notify the employee if it informs the subject of the complaint about the complaint, or if it knows that such person has been or will be informed of the complaint.

If management does not adhere to the timeline laid out in this section, AV will not require the employee to have any direct contact with the third party in question until the situation is fully resolved through the process laid out in this section.

SECTION E: RECRUITING AND RETAINING BLACK, INDIGENOUS, AND STAFF OF COLOR

The Organization must continue to ensure that all job applicant pools are reflective of the racial diversity of the nation by ensuring that the Organization expands its team through an equitable hiring process -- including continuing to build pools of candidates in the first-round interview stage that are composed of at least one-third Black, Indigenous, or people of color candidates for at least 70% of open permanent, contract, or cycle positions. The Organization also believes the interview process and new staff orientation must address racial justice and equity, convey the Organization's commitment to building an anti-racist organization, and emphasize the candidates' roles in building a more anti-racist organization. They must also provide opportunities to alert new employees that internal resources are available to them, such as Employee Resource Groups, specific training opportunities centered on building racial justice and equity competencies, and monthly events. New staff will be oriented into the anti-racist organizational training and development program with Full Circle Strategies or any race, equity and inclusion consultant the Organization is working with at the time. New staff orientation will include a session focused on the history of electoral and voting disenfranchisement, reflecting the progressive movement's full and unvarnished history, including the Organization's role in efforts to combat electoral and voting disenfranchisement; all with an anti-racist frame.

The Organization will also make investments to create additional pathways for Black, Indigenous, and people of color to access job opportunities within the Organization. The Organization is committed to providing support to assist Black, Indigenous, and people of color, and people with other subordinated/otherwise marginalized identities access leadership opportunities and succeed and grow at the Organization. Once the Agreement is in effect, the Organization must work with the Labor Management Committee to make justice and equity-related improvements to its recruitment and retention strategies. The Organization's retention strategy must include developing pathways for growth. The Human Resources Department shall develop a proposal for a \$20,000 budget dedicated for recruitment in spaces that serve Black, Indigenous, and people of color, and people with other subordinate/otherwise marginalized identities within 6 months of ratification of the agreement. This proposal will be shared with and made accessible to all America Votes staff as soon as it is available.

SECTION F: FOSTERING AN EQUITABLE, INCLUSIVE, AND RACIALLY JUST ORGANIZATION

Employee Resource Groups (ERGs), whether formal or informal, standing or ad hoc, are a powerful way to build community and support employees with similar identities, and/or shared affinities, and focused on historically marginalized communities at the Organization. ERGs include affinity groups, cohorts, and caucuses. Employees should have the ability to self-select into ERGs and the Organization shall permit them to utilize organizational space (conference room, conference line, Zoom, email and/or Slack). When reasonably possible, space should also be made at conferences, retreats, and events for ERGs to meet in person. Up to 24 hours per year (not including retreats or events) spent in ERGs will be credited as paid time, although because participation in ERGs is voluntary, it will not count as "work time." A process for

formalizing such groups will be developed by the Organization, led by the COO and the Chief of Talent and People Operations, to evaluate such requests. Formal ERGs will receive \$2,000 annually, with a total Organization budget of \$24,000 annually, to support their programming.

SECTION G: EMPLOYEE MENTORSHIP PROGRAM

The Organization shall adopt a pilot for an employee mentorship program at the Organization beginning no later than six (6) months after the ratification of this Agreement. The program will be aimed at growth and advancing professional opportunities, with a particular focus on identifying mentorship opportunities for Black, Indigenous, and people of color, with at least two-thirds ($\frac{2}{3}$) of the chosen mentees being from within the bargaining unit.

Within no more than (6) months of the ratification of this Agreement, the Labor Management Committee will develop recommendations for the Organization to establish the pilot employee mentorship program. Recommendations will include, but are not limited to, budgets, structure, and format of the mentoring program, and processes to identify, grow, and retain mentees and mentors within the program.

The duration of the pilot program will be greater than or equal to the duration of this Agreement. At the conclusion of the program, the Labor Management Committee and Equity Review Board will make a recommendation regarding the program's renewal.

SECTION I: REQUIRED COMPETENCIES TO WORK AT AN ORGANIZATION COMMITTED TO ADVANCE RACIAL JUSTICE, EQUITY, AND INCLUSION TO BUILD AN ANTI-RACIST INSTITUTION

Annual training opportunities and opportunities for continued personal learning will continue to be provided to facilitate staff knowledge and skills for centering and advancing racial justice, equity, and inclusion to build an anti-racist institution. The Organization is committed to developing a more cohesive and consistent approach to annual training, while acknowledging that organizational and individual needs evolve, within 6 months of the ratification of this Agreement; provided that in the event that this six-month period expires on or after Labor Day, such approach must be developed no later than December 31 of such year. These trainings must provide opportunities for staff to understand and acknowledge how white supremacy and dominant systems of power have shaped this country, culture and institutions, and must provide frameworks to further the Organization's commitment to build an anti-racist organization. Upon request by an employee, necessary language accommodations will be made available for the employee with regard to attendance at onboarding or for other first-time training with respect to a tool or program needed by the employee to complete substantive job responsibilities. Such accommodations will be made upon at least 14 days' advance request, except in the case that

the employee is notified of the training less than 14 days in advance, where the employee cannot perform the essential functions of their position with regard to such training without such accommodation. Furthermore, it is critical for staff to have opportunities to reflect on their own personal identities, privileges, and access to resources to consider how these factors have shaped their experiences.

As a part of this learning, training topics could include microaggressions, restorative conflict mediation, racism in the United States, anti-harassment, anti-toxic behavior, and anti-racism and decolonization strategies. Such trainings must take into account the complexities of race and other power dynamics, and make reasonable support available for staff who may be emotionally triggered by the material covered in the training. The Organization recognizes the importance of supervisors receiving appropriate training, including racial justice and equity-centered trainings that address the intersections of power, subordinated identities and success in the workplace in order to advance racial justice and equity, and build inclusion in the workplace. Once the Organization has developed an annual training plan, the Labor Management Committee will be given at least fifteen (15) working days to review this plan and provide feedback and recommendations on this approach.

SECTION J: BUILDING A MORE INCLUSIVE ORGANIZATION

The Organization recognizes the dignity and value that every single employee brings to our work, and that honoring our staff includes making reasonable accommodations to allow every employee to thrive in their work.

The Organization will continue to make workspaces accessible to everyone and ensure that all employees are aware of the process, as outlined in the Disability Accommodation section of the AV Handbook, for requesting accommodations and how those accommodations are determined. The process to get accommodations for an employee with disabilities will be consistent with Americans With Disabilities Act (ADA) requirements, including all requirements to maintain medical information confidentially and on a need-to-know basis.

The Organization recognizes that more work must be done to ensure employees are able to safely and freely participate in their religious practices. The Organization is committed to offering reasonable accommodations for employees' religious beliefs and/or practices. Religious accommodations may include flexible scheduling, provision of time/space for prayer, modifications to workplace policies or practices, and ensuring dietary restrictions are respected.

Additionally, when applicable, the Organization will make reasonable efforts to ensure additional options for culturally and religiously inclusive provisions of food, beverage, and social events. This may include offering halal and kosher food choices and non-alcoholic beverages, as well as Organization sponsored social events that do not center around alcohol or bars.

The Organization is committed to building and furthering a more inclusive workplace for LGBTQ+ staff, in which LGBTQ+ staff feel centered and can thrive and bring their full selves.

The Organization will list pronouns for all employees on appropriate individual door signs (in the event the Organization chooses to utilize such signs), employee name tags for internal and external events, business cards, email signature templates, and other events and spaces where staff names are listed, except in the case where an employee would prefer not to have their pronouns listed. Employees will be allowed to display an appropriate non-permanent sign in their work area listing their name and pronouns should they so choose.

The Organization will provide a formal process for employees who go through a name change or who have a preferred name to request that their former name be removed from previous office materials and publications to the extent practicable (i.e. individual door signs, business cards, blog posts, organizational charts, etc.).

In searching for conference spaces and retreat spaces, the Organization will prioritize spaces that offer (or provide the option for) private gender-neutral restrooms and/or private stalls that provide greater degrees of privacy.

To support and further this work, within six (6) months of the ratification of this Agreement, the Labor Management Committee and the Organization will work together to

- gather optional feedback from employees to better understand employees' experiences - especially those with self-identified disabilities -- to work and access the Organization's office spaces and provide recommendations to the Organization to build a culture and workspaces that are more accessible and inclusive for employees with disabilities.
- gather optional feedback from employees to better understand employees' experiences and provide recommendations to the Organization regarding how the Organization can better acknowledge and accommodate employees' religious beliefs and practices, particularly in light of the different office locations in which Organization employees may work.
- provide recommendations to the Organization and the Guild as to how the Organization can build a more inclusive workplace for LGBTQ+ staff. Matters for the Labor Management Committee will include, but not be limited to, healthcare coverage and health resources, building a more LGBTQ+ inclusive culture, and accessibility of restroom arrangements.

Article 3: Immigrant Rights

SECTION A: UNION NOTIFICATION

In the event the Organization becomes aware of a question of whether an employee currently holds authorization to work in the United States, the Organization shall notify the employee

within two (2) business days. The Organization shall not notify the Guild without an employee's written permission, and shall notify the Guild within two (2) business days of receiving such written permission from the employee. To the extent consistent with the Organization's legal obligations, the affected employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken, which may include reasonable paid time off to attend relevant proceedings or to visit pertinent agencies, for the purpose of correcting the identified problem. Upon return from leave after remediation of the identified problem, the employee shall return to their former position without loss of seniority.

SECTION B: ABSENCE FOR IMMIGRATION PROCEEDINGS

Upon notice, an employee shall be allowed up to five (5) paid working days per year during the term of this Agreement to attend immigration proceedings related to the employee and/or the employee's family.

SECTION C: UPDATING INFORMATION

The Organization may not discharge or in any manner discriminate, retaliate, or make any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect accurate changes to their lawful name or valid Social Security number, provided that nothing in this section shall preclude the Organization from taking disciplinary action against an employee for knowingly providing false information to the Organization.

SECTION D: SOCIAL SECURITY NO MATCH

The Organization will notify the Guild upon receipt of a "no match" letter from the Social Security Administration and will provide a copy of the notice to all employees listed on the notice and to the Guild. A "no match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. The Organization will not require that employees listed on the notice bring in a copy of their Social Security card for the Organization's review, complete a new Form I-9, or provide a new or additional proof of work authorization of immigration status.

SECTION E: EXPIRATION OF DOCUMENTS

Should the Organization be required to remove an employee from employment due to the expiration of the employee's work authorization document, the Organization shall reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation within ninety (90) calendar days of their removal from employment.

SECTION F: LAW ENFORCEMENT COOPERATION

Unless otherwise required by applicable law, the Organization's practice will be to require a valid, signed warrant prior to allowing any Law Enforcement including but not limited to, the police, the FBI, and ICE, to enter any facility owned or leased by the Organization where staff, contractors, or volunteers of the Organization work; provided that the Organization may authorize entry by the police or the FBI in emergency circumstances (i.e. medical emergency or a physical safety issue).

SECTION G: TRAINING

The Organization will provide training for employees responsible for interacting with law enforcement who operate in all offices in how to interact with ICE or other law enforcement agents. This training will provide information regarding the rights of people, regardless of immigration status, in incidents involving law enforcement and address steps such staff should take should an immigration status-related event occur near or at their office space.

SECTION H: TRAVEL

The Organization must not require an employee to conduct any kind of work or travel across state lines and/or be required to fly or drive anywhere that they reasonably feel may be unsafe for them given their immigration status. Additionally, the Organization cannot require access to a personal vehicle as a condition of employment, but may require that an employee have access to a reliable form of transportation as necessary to perform their job functions.

The Organization will not require that an employee possess a valid driver's license unless it believes that a valid driver's license is necessary to a position's job functions. The Labor Management Committee will provide general input and recommendations to the Organization on the circumstances in which a valid driver's license is required as a condition of employment for positions at the Organization. If the Organization chooses to require a valid driver's license for a position, the Organization must submit to the Labor Management Committee a written explanation for why a valid driver's license is necessary to the position's job functions.

SECTION I: SUPPORT FOR EMPLOYEES SEEKING TO CHANGE THEIR IMMIGRATION AND/OR CITIZENSHIP STATUS

The Organization will pay filing fees for employees who seek to renew Temporary Protected Status (i.e., Form I-821D), including for purposes of renewing their Deferred Action for Childhood Arrival (DACA), employment authorization (i.e., Form I-765), or who seek to adjust their immigration status/register for permanent residence (i.e., Form I-485), N-400 certificate of naturalization and N-600 certificate of citizenship, along with associated biometric fees. In the case that listed forms are updated, replaced, or altered by USCIS, America Votes will cover the cost of filing fees for these forms.

In the event that an employee believes they will suffer significant hardship because of expenses necessitated by the process of changing immigration or citizenship status, the employee may seek advance approval by America Votes for reimbursement of such expenses, up to a maximum of \$2,000. If AV approves the request, employees should seek reimbursement for such expenses as provided in Article 27: Out of Pocket Expenses. If an employee is in the 90 day period described in Section E, the Organization will use best efforts to supply these funds as quickly as possible. Requests will not be unreasonably denied.

SECTION J: EMPLOYEE BENEFITS REGARDLESS OF STATUS

All bargaining unit members, regardless of their immigration status are entitled to the benefits listed in this contract to the maximum degree permitted by applicable law. The Organization will use reasonable efforts to ensure that benefits provided through vendors to the organization do not exclude individuals on the basis of immigration status to the maximum degree permitted by applicable law. If any employee is unable to access a benefit due to their immigration status, the Labor Management Committee will convene a collaborative discussion with the employee to identify an appropriate and equitable remedy to the situation.

Article 4: Union Security and Dues Deduction

SECTION A: GUILD MEMBERS IN GOOD STANDING

Where allowed by applicable state law, the Organization shall require as a condition of employment of each employee that the employee either be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later, or that the employee shall pay an agency fee to the Guild in an amount equivalent to the dues they would pay as a Guild member. The Organization shall have no obligation to take any action under this provision until it receives a certified letter from the Guild that an employee is not in compliance with the employee's membership obligation. The

certified letter requesting termination shall also be copied to the employee affected by the notice.

SECTION B: DUES

Upon an employee's written assignment, the Organization shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Organization by the Guild. Such schedule may be amended by the Guild at any time, and the Organization shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following provision of notice to the Organization, provided that notice is provided at least fourteen (14) days in advance of such payroll processing date. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

SECTION C: DUES DEDUCTION

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize the Organization to deduct per pay period from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Organization to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Organization and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Organization and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Organization and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Organization receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

SECTION D: INDEMNIFICATION

The Guild agrees to indemnify and hold the Organization harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Organization's implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved employee.

Article 5: Information Furnished to the Guild

SECTION A: QUARTERLY INFORMATION

The Organization will furnish the Guild, on a quarterly basis, the following information for employees represented by the Guild:

- a. Name (Full Name and Preferred Name, if any)
- b. Hire date
- c. Job Title
- d. Rate of Pay- Hourly or Salary
- e. Work Location
- f. Home Address
- g. Date of Birth
- h. Email Address
- i. Phone Number
- j. Race and Ethnicity (if employee has voluntarily disclosed)
- k. Gender Identity and Pronouns (if employee has voluntarily disclosed)
- l. LGBTQ+ identification- yes/no (if employee has voluntarily disclosed)
- m. Disability Status (if employee has voluntarily disclosed)
- n. Military Status (if employee has voluntarily disclosed)

SECTION B: CHANGES TO THE STAFF

The Organization shall notify the Guild and the Union Lead Steward by email of:

- a. New Guild-represented employees, including all the information required in Section 1, to the extent the Organization has it, within one month after the employee's start date
- b. Any resignations, terminations, retirements, and/or deaths of Guild-represented employees within three (3) business days of the Organization becoming aware of such an event
- c. Changes in job title and salary of Guild-represented employees with effective date
- d. Material changes in job descriptions and job responsibilities of employees as provided in Article 16, Section A.

Article 6: Union Rights

SECTION A: UNION MEETINGS

Up to one (1) hour per month and subject to availability and upon reasonable request by the Guild, the Organization, to the extent it does not interfere with the Organization's organizational needs, shall provide space on its premises and use of its communications technology for meetings of employees at mutually agreeable times. Additionally, employees can use their lunch break to attend Guild meetings. Union meetings under this section do not constitute work time.

SECTION B: CONDUCT OF GUILD BUSINESS BY BARGAINING UNIT EMPLOYEE REPRESENTATIVES

Upon request by the Guild, employees designated in writing as Guild representatives or stewards shall be granted limited time off from work, without loss of pay, to conduct necessary Guild business administering the Agreement and grievance handling and resolution. The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall be granted except in the case of a legitimate organizational necessity requiring an employee's attendance (which may include, but is not limited to, work associated with elections and legislative sessions), and provided that such duties must not unreasonably interfere with the regular performance of an employee's work for the Organization. No more than four (4) employees shall be entitled to such leave at any one time, and a maximum of ten (10) employees may be designated in writing as Guild representatives or stewards, including one Lead Steward. The Guild shall notify the Organization in writing of all employee designees under this section.

SECTION C: BARGAINING COMMITTEE

The Bargaining Committee will be excused from work without loss of pay to participate in negotiations, including caucuses during bargaining sessions. Leave under this section shall be in addition to Guild leave in Section 2. The Guild shall notify the Organization of the members of the committee prior to the commencement of negotiations. The Bargaining Committee shall consist of no more than 15% of the total number of bargaining unit members, provided that the Bargaining Committee shall not consist of more than five (5) members without the prior approval of the Organization. The Bargaining Committee will also have alternates.

SECTION D: BULLETIN BOARDS

To facilitate communication with bargaining unit employees, the Guild shall be provided with suitable bulletin board space, to the extent such bulletin board space is maintained by the Organization, where practicable, for the posting of notices and information concerning Guild activities. To accommodate employees, such bulletin boards can also exist digitally on platforms including, but not limited to, email and Slack.

Article 7: Management Rights

The Guild recognizes that the Organization retains all management rights and prerogatives not expressly limited or modified by this Agreement as it relates to bargaining unit employees.

Except as so expressly limited or modified the Organization shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Organization in all of its various aspects, including but not limited to the right to operate and manage all personnel, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off, redeploy, or relieve employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessary to carry out the operations of the Organization, and to assign duties, tasks, and jobs.

The Organization's failure to exercise any right, prerogative, or function hereby reserved to it, or the Organization's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Organization'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 8: Labor Management Committee

A joint Labor Management Committee will be established of three (3) representatives chosen by the Organization and three (3) representatives chosen by the Guild. The Labor Management Committee will meet quarterly or by mutual agreement at a different frequency. The Labor Management Committee will discuss and attempt to resolve issues of mutual concern to the Organization and the Guild. The Labor Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission. Both parties are responsible for selecting their

representatives at their discretion, but shall make reasonable efforts to select representatives who will bring diverse perspectives to the Labor Management Committee.

Article 9: Grievance Procedure

SECTION A: GRIEVANCE DEFINED

A grievance means a dispute or controversy arising out of the interpretation, application, administration or alleged violation of this Agreement except as explicitly excluded from this Article.

SECTION B: GRIEVANCE PROCEDURE STEPS

The parties shall strive to discuss all grievances in good faith. The parties' intent is to act reasonably to attempt to expeditiously resolve all issues prior to the initiation of the formal grievance process or, if a grievance is filed, at the lowest possible step. All of the time limits contained in this Article may be extended by mutual written agreement of the parties. The parties may mutually agree to bypass steps of the grievance procedure by written agreement.

Step 1. Prior to filing a written grievance, a representative of the Guild – a shop steward, unit officer (a unit member duly appointed or elected by the Unit) or Guild Representative– must meet with a designated representative of the Organization, with or without the grievant(s). With the exception of grievances concerning harassment, assault, or discrimination when initial request for discussion of the grievance shall take place within one (1) year, the request for discussion must take place within forty-five (45) calendar days of the date on which the Employee or the Guild learned or may reasonably have been expected to learn of the issue.

Step 2. If the issue is not resolved in Step 1, up to three (3) members of the Guild Grievance Committee and a designated representative of the Organization will meet within fourteen (14) business days after the Guild provides written notification to the Organization of the grievance, including the remedy the Guild is seeking.

Step 3. If no settlement is reached within thirty (30) days of the Step 2 meeting, the Guild may submit a demand for binding arbitration, unless the parties mutually agree to binding expedited arbitration. If, on initiation of arbitration, the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) will be requested to designate a panel of arbitrators and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator.

The arbitrator may first attempt to mediate the case for final resolution. In the event that the parties are unable to mediate their dispute successfully, the arbitrator shall resolve the grievance upon the parties' oral closing arguments, and without written briefs.

All joint costs of such arbitration (for example, any FMCS or AAA fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Attorneys shall be allowed to present cases at arbitration. The parties shall reasonably cooperate to identify a time and place for the arbitration that is convenient to the parties and likely witnesses.

SECTION C: ARBITOR'S AWARD

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.

Article 10: Hiring

SECTION A: INTERNAL APPLICANTS

The Organization shall notify all employees, by email, of any vacancy in an existing or newly created position it intends to fill. The organization shall post internally first for three (3) business days before posting externally, and notify all staff via email of the vacancy immediately upon posting.

Employees shall have five (5) working days from the date of the internal posting to apply for the vacancy, which shall obligate the Organization to interview the internal applicant (provided they meet the required qualifications of the position) prior to interviewing outside applicants, unless the internal bidder is unavailable for more than one (1) week (ex. on vacation or other approved leave). After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Qualifications for the position shall be posted and all positions will include articulating how the role will advance racial justice, equity, and inclusion within programmatic, organizational, and/or electoral work. A position that falls within the bargaining unit must note that designation within the job description. Every job description within the unit posted for internal or external hiring will include the salary range as specified during the bargaining process.

If an employee is not awarded a position that is in the unit, upon the employee's request, the Organization's designee shall meet with the employee and, at the employee's option, a

representative of the Guild, to discuss how the employee can improve the potential to be selected the next time the position, or a similar one, is open in the unit.

When the Organization is deciding between two internal applicants whose qualifications are substantially equal, the Organization's commitment to racial justice, diversity, equity, inclusion and equal employment opportunity; merit; experience within the progressive movement; and seniority shall be given consideration.

SECTION B: NEW HIRES

New hires are entitled access to all personal time off, kinds of leave and all other benefits at the times set out in this Agreement. To the extent that governing plan documents in effect upon the ratification of this Agreement provide for waiting periods inconsistent with this Agreement, the governing plan documents control, and the Organization shall timely amend the governing plan documents at the first available opportunity. If any such benefits are discontinued by the plan provider so as to affect the Organization's ability to comply with this Section B, the Organization shall adopt a comparable alternative benefit plan(s) after bargaining with the Union.

During work time, new hires will have the opportunity to receive information from the Guild within two (2) weeks of their first day. The information will include an overview and schedule Guild orientation of their rights and responsibilities as Guild members.

All new employees will work on an introductory basis for the first ninety (90) calendar days after their date of hire.

SECTION C: NEW HIRE REVIEW PROCESS

Employees shall be considered introductory employees for no more than ninety (90) days and are not subject to Discipline and Discharge procedures outlined in Article 12 of this agreement for purposes of discipline or discharge. New hires are entitled to receive a review at or around the forty-five (45) day mark, and in advance of the end of the ninety (90) day period. The review process will create space for the supervisor to provide feedback to the employee, and for the employee to provide feedback to their supervisor. The employee will receive supervisory reviews including written feedback to the employee, as well as the employee providing written feedback to their supervisor. Supervisors will conduct weekly verbal check-ins (at minimum) with new hires during the introductory period, unless the supervisor or employee is reasonably unavailable in a given week. As part of the aforementioned reviews, before the conclusion of the introductory period, the Organization shall make reasonable efforts to work with the employee to address known performance deficiencies that may lead to discharge during the introductory period.

SECTION D: HIRING COMMITTEES

In the event that a hiring committee for a unit position includes at least one (1) bargaining unit employee, the hiring manager must, in consultation with the Guild, alert any employee who participates in the interview process that they are serving as the Guild representative. Work goals will be adjusted to reflect time a unit employee is devoting to serving on a hiring committee. The Guild and the Organization agree that while the Organization may determine whether and how a hiring committee will be used to address a given open position, the Organization generally benefits from the involvement of unit employees in hiring processes for unit positions. The Labor Management Committee may provide further input on hiring processes for unit employees and use of hiring committees.

Article 11: Promotions

Employees shall be considered for promotions to an available position when a position is posted internally and when there is an Organization need for a role expansion. Employees can choose to apply for open positions and receive the benefit of the internal hiring process as outlined within Article 10 (Hiring). Existing employees who are promoted will not be subject to the ninety (90) day introductory period that is accorded to new staff hired by the Organization, as set out in Article 10(C), but will have a formal check-in on or about the 90th day of employment in the new role.

During the review processes noted above and during an employee's weekly check-in with their supervisor, an employee can discuss the necessary skills and professional development needed to work towards future promotions. During the annual performance review process, if there is a vacancy or a demonstrated need for a role expansion, the supervisor should recommend whether the employee should be promoted to a higher job classification within the same basic area of responsibility in the employee's Department.

To be eligible for consideration for a promotion, an employee must meet the minimum requirements of the higher level position as stated in the job description, be currently meeting expectations in their current position, have a willingness for an increase in responsibilities, and the employee's supervisor must believe the employee is capable of the duties and responsibilities of the higher level role. Additional considerations will include whether the employee has received a formal disciplinary action in the past twelve (12) months or has a documented coaching and counseling of a violation the Organization's Policy and Procedures Regarding Discrimination, Harassment, Retaliation and Workplace Culture and/or a violation of other organizational policies, within the last year. The relevant department director must sign off on the promotion.

Once promoted the employee will be moved into the pay band that corresponds to their new position.

Following a promotion, the employee will receive an updated job description, which will also be included in the employee's personnel file.

An employee who requests and is not awarded a promotion under this Article will receive written feedback from their supervisor as to why they did not receive a promotion. At the employee's request, the Organization shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss how the employee may improve their prospects of a future promotion.

Article 12: Discipline and Discharge

SECTION A: DISCIPLINE

Subject to Article 10: Hiring, employees shall not be subject to discipline or discharge without just cause.

Discipline shall be applied progressively by the Organization except in the case of gross misconduct, and shall be applied within thirty (30) weekdays of the discovery of the event(s) giving rise to the discipline. In the event the Organization reasonably determines it requires additional time to investigate the event and determine potential discipline, it may notify the Guild in the writing that it will extend this deadline by not more than 10 weekdays, unless the Guild agrees to a longer extension.

The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge. Notices of discipline may be accompanied by a response by an employee and shall be kept in the employee's personnel file.

Examples of gross misconduct offenses include, but are not limited to, workplace violence, embezzlement, child molestation or abuse, willful violation of campaign finance and ethics laws, and harassment as defined in Article 2, Section B of the Agreement, including conduct that denigrates or shows hostility or aversion toward an individual because of that person's membership in, or affiliation with, a historically marginalized community, or that of the individual's relatives, friends, or associates, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment, (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities.

SECTION B: NON DISCIPLINARY COACHING

It is AV's hope that problems of performance, conduct, or behavior can be addressed without formal discipline. Supervisors are expected to provide feedback to employees during standing

supervision meetings and may provide additional feedback, guidance, and coaching through separate conversations and written materials, including performance improvement plans, as needed.

The supervisor may decide to call a course correction meeting to provide more formalized feedback. A meeting designated as a course correction meeting is not disciplinary. It is a more formalized discussion between the supervisor and employee (which may be conducted in person, telephonically, or through other electronic conferencing). The supervisor will provide the employee advanced notice, in writing, that they would like to schedule a course correction meeting. The course correction meeting is designed to identify problems and discuss solutions. Specifically, the supervisor and employee will:

- a. discuss the issue(s) being identified by management,
- b. identify training or professional development, if needed, and discuss what the employee must do to improve, and develop a performance improvement plan, if appropriate.

The employee can bring a Guild representative to the meeting.

Following the meeting, management will prepare a written summary, which will include clarification of expectations, and will be provided to the employee. This may include, depending on the situation, a performance improvement plan and other comments regarding correction and/or support which the employee will have an opportunity to review and respond to. A performance improvement plan provided during a course correction meeting is not a disciplinary action. For the avoidance of doubt, a supervisor is not required to conduct a course correction meeting before initiating the disciplinary process but it is highly encouraged.

SECTION C: RECORDS OF DISCIPLINE

Any documents related to attendance violations shall not be taken into consideration one(1) year after issuance if the issue is rectified.

Any documents related to written warnings shall not be taken into consideration two (2) years after issuance if the issue is rectified.

Any documents related to suspensions, employee improvement plans, or disciplinary leaves of absence shall not be taken into consideration four (4) years after the issuance if the issue is rectified.

Decisions regarding annual merit bonuses, if any, shall not take into consideration employee performance reviews other than the most recent performance review.

Following one (1) year from the date of any discipline (or the most recent discipline if a recurring issue), an employee may request in writing that their supervisor confirm that the issue has been

rectified. If the issue has been rectified, the supervisor shall confirm, and such writing shall be placed in the employee's personnel file.

Article 13: Reduction in Force

SECTION A: REDUCTION IN FORCE

The Organization shall provide seventy five (75) days' notice of the need to reduce the workforce or dismantle or otherwise alter programs that would require the relocation or termination of an employee and notify the Guild and the affected employees. The sole exception is for unforeseeable emergency circumstances not caused by the Organization, wherein after consultation with the Guild, the need to reduce the workforce is jointly agreed to, in which case the Organization must provide as much notice as is reasonably practicable and in no event less than fourteen (14) days' notice. Where the Organization reasonably believes this unforeseeable emergency circumstances exception applies, the parties shall negotiate in good faith regarding - and the Guild shall not unreasonably refuse to agree to -- the Organization's identified need to reduce the workforce on less than sixty (60) days' notice. The remaining provisions of this Article apply only to a reduction in force that results in the termination or separation of an employee; they do not apply to employees who accept relocation due to the dismantlement or alteration of a program.

The Organization will indicate within job descriptions the type of employment (cycle, temporary, permanent). Notification of reduction in workforce will apply to employees with permanent employment status.

Upon request, the Organization will meet with the Guild for the purpose of discussing layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.

During the notice period, the Organization shall accept voluntary resignations in the classifications involved. Such employees shall be entitled to severance pay provided in Section D below. For purposes of this provision, employees assigned to different primary states of responsibility are not considered to be in the same classification. The number of employees dismissed shall be reduced to the extent that the necessary position reductions have been achieved by resignation.

SECTION B: RECALL LIST

Employees laid off per Section A of this Article 13 shall be placed on a recall list for up to two (2) years. The recall list will be maintained in the form of an email distribution list. Upon a vacancy in a unit position, the Organization shall send an email to the last known email address of all persons on the recall list.

In the event a person on the recall list who previously worked in a substantially similar role to the position in which the vacancy occurs applies for such vacancy within ten (10) business days of the date of the email, and the Organization shall interview the person for the role as if they were a current employee as provided by Article 10: Hiring, and seniority shall be given weight and used as a tiebreaker consideration in the event that an applicant from the recall list has similar qualifications as another applicant. A substantially similar role includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities. A copy of the notice shall also be sent to the Guild.

SECTION C: OTHER DISMISSALS

There shall be no dismissals as a result of putting this Agreement into effect.

SECTION D: SEVERANCE PAY

An employee subject to involuntary termination for reasons other than just cause due to gross misconduct shall be entitled to severance pay in accordance with this Article. An employee terminated for just cause due to gross misconduct (as defined in Article 12, Discipline and Discharge) shall not be entitled to severance pay. An employee terminated for just cause that is not gross misconduct may be offered severance pay at the Organization's discretion based on its reasonable consideration of factors such as the relative severity and other facts and circumstances of the just cause termination, the employee's tenure, and the employee's overall contributions to the Organization.

Applicable severance pay for a separated employee who is terminated as part of a reduction in force (including voluntary resignations in accordance with Article 13 (Reduction In Force) shall be calculated under the following formula: two (2) week's pay for every year of service or on a pro rata basis for fractions thereof, up to a maximum of eight (8) weeks' base salary, such pay to be computed at the employee's current weekly salary received from the Organization.

Part-time employees will receive severance pay on a prorated basis. Short term and temporary employees hired for a defined term are not eligible for severance pay if they are separated from the Organization on or after the planned end date of their term of employment.

To be eligible for such severance, an employee must execute a severance agreement, which shall be in substantially the standard form attached as Exhibit A, which form can be modified as necessary for legal compliance purposes under applicable law.

SECTION E: SEVERANCE PAY OPTIONS AND BENEFITS

The Organization will give an employee the option of choosing whether to receive their severance payment in a lump sum (less applicable deductions for tax, etc.) along with their final paychecks, or in a regular sequence of semi-monthly paychecks in accordance with the normal payroll cycle.

An employee who elects to receive severance pay in accordance with the normal payroll cycle will be eligible to enroll in COBRA as a COBRA eligible beneficiary, under the same terms and conditions as are then applicable to Organization employees, for medical, dental, and/or vision coverage, provided the employee pays any required contributions for such benefits through terms outlined for COBRA payment. These benefits will end on the last day of the month in which COBRA continuation terminates.

An employee whose position is eliminated and does not remain an employee covered by this Agreement is entitled to the continuation of medical, dental and vision, if the employee chooses to have their severance paid out in a lump sum and is eligible for and enrolls in COBRA continuation benefits following the layoff.

SECTION F: ASSISTANCE TO EMPLOYEES AFFECTED BY REDUCTION IN FORCE

Following issuance of the notice to the employee(s) of a reduction in force pursuant to Article 13 (Reduction in Force), the Organization will take the following steps to assist the employee(s) through their transition period:

- The Organization shall allow employees who have received a layoff notice to devote 30% of their workday during the last thirty (30) days of employment to the search for new employment.
- Supervisors are encouraged to discuss with their employees job opportunities within the Organization and the Progressive Voter Movement.

Article 14: Seniority

SECTION A: DEFINITION

An employee's seniority date shall be the employee's first day of work with the Organization, as either a bargaining unit or non-bargaining unit employee.

Time spent with the Organization as a regular, part-time, short term, or temporary employee shall be counted towards an employee's seniority start date.

For purposes of this Article, employees shall be deemed continuously employed by the Organization while on approved leaves of absence from the Organization and while employed by the Organization in a non-unit position.

SECTION B: RETURNING EMPLOYEE

A former employee who returns to employment in a unit position will be credited for previous time served and will accrue benefits at the level associated with their time served for purposes of Articles 10 (Hiring) and 13 (Reduction in Force).

SECTION C: PROJECT STATE, AFFILIATE STATE, AND CYCLE EMPLOYEES

An employee who formerly worked for at least three (3) consecutive months for a current America Votes affiliate (in the past four years), or project state (in the past four years in a data staff capacity), or in an America Votes cycle based role, or who is hired by America Votes in conjunction with an affiliate or project state becoming a core state (“affiliate or cycle employee”) shall upon their request have their time working as an affiliate or cycle employee be included by the Organization in calculating their seniority date. Consecutive working shall include when an affiliate or cycle employee moves between affiliate state, project state, and cycle-based roles.

For the avoidance of doubt, employees newly hired by America Votes under this provision (including from current affiliate or project states, or previous cycle hires) remain subject to the introductory period set out in Article 10 and 12, and will be credited with seniority as set out in this Agreement, but America Votes will not be responsible for taking on any existing obligations (e.g., accrued vacation) from an affiliate or project state.

Article 15: Performance Evaluation

SECTION A: SUPERVISOR EVALUATIONS OF EMPLOYEES

As part of the annual performance evaluation, each employee will receive a performance evaluation from their direct supervisor(s). Once an employee has completed their written self evaluation, as described in Section 2, and sent a copy of the form to their supervisor(s), their supervisors(s) shall complete the questions indicated for the supervisor’s review of the employee. The supervisor’s review will provide an opportunity for the supervisor to reflect on and assess the employee’s performance for job-related duties, review the employee’s job description, suggest areas for growth and professional development for the employee, and include explicit discussion relating to the employee’s integration of racial justice, equity, and inclusion into their job functions. This evaluation will be reviewed by the respective Senior Leadership Team member before the supervisor sends the completed performance evaluation form to the employee. The employee will have at least forty-eight (48) hours to review the completed performance evaluation form before their performance evaluation meeting. The employee and their supervisor(s) will discuss the supervisor’s feedback during the performance evaluation meeting. Any mutually agreed upon changes made to the employee’s job description will follow the process outlined in Article 16 (Workload Assessment).

An employee is entitled to honest and relevant annual performance evaluations. To that end, if an employee is taking extended leave (eg: a sabbatical or parental leave) that will extend through the time that annual performance reviews are typically held, that employee is entitled to request their annual performance review before their leave commences.

SECTION B: EMPLOYEE EVALUATIONS OF SUPERVISORS

As part of the annual evaluation form, the employee will provide a written review of their direct supervisor(s). Each supervisory evaluation must include an assessment of the individual supervisor's performance in providing direction, guidance, and feedback, as well as explicit discussion relating to the supervisor's integration of racial justice, equity, and inclusion into their job functions and management functions. The supervisor evaluation will be shared with the supervisor's supervisor and discussed during the supervisor's own performance evaluation.

The employee can request to meet directly with their supervisor(s) to discuss their feedback, and if desired, the employee can request the attendance of the supervisor's supervisor, a steward of the Guild, or a member of the Human Resources Department. The supervisor may also request the presence of their supervisor or a member of the Human Resources Department.

SECTION C: PEER EVALUATIONS

AV values the benefit that employees can gain from peer feedback, and may in its discretion hold a 360 peer evaluation process. Regardless of whether AV exercises its discretion to institute an AV-administered peer evaluation process, it will make a peer evaluation form available to employees to use at their discretion. AV will not require that results of a 360 peer evaluation be shared with supervisors, will not be used as part of the formal performance evaluation, and will not be saved in employees' personnel files. While all employees are strongly encouraged to participate in any 360 evaluation process, employees can elect to opt out of such process at any stage.

Article 16: Workload Assessment

SECTION A: JOB DESCRIPTIONS

Upon hire, or change in position, AV will provide each employee with a job description of the duties and responsibilities which the employee is expected to perform, in a standardized organizational format which shall include the category designation for the role (as set out in Appendix B), as well as indication of the primary and secondary areas of responsibility for the position, and whether the relative significance of particular responsibilities is likely to change over time due to the election cycle or other reasons. Each job description may include, as an

anticipated area of responsibility, time to be devoted for organization development, which may include training, work related to Diversity Equity and Inclusion, and staff engagement. A copy of the job description will be maintained in the employee's personnel file. The employee may request that the job description be reviewed and updated at the end of the employee's probationary period (90 days) if the position's area of responsibilities were altered during such period of time, in connection with the annual review process, and at the employee's request if there are significant changes in the employee's areas of responsibility or role. For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to AV's finalization of the revised description.

SECTION B: ONBOARDING

Upon hiring, an employee will be presented with an initial work plan that covers their probationary training during a 90-day probationary period with trainings for broad work categories listed in the job description, tools necessary to accomplish their work and introductory information on AV and its internal processes (eg: benefits, HR, how to join the AVWU, organizational chart, compliance, etc). These should be constructed by the employee's supervisor, with approval by the Department Head. These do not necessarily need to be created in-house, but can be provided (with funding by AV) by allied organizations within the first six (6) months of the contract being signed. Orientation will also consist of a 1 hour union onboarding scheduled by the guild with consultation/coordination with management on timing, with an onboarding session scheduled once per month, as needed, for employees hired since the last such onboarding session.

SECTION C: INDIVIDUAL EMPLOYEE GOALS

Each employee, with the input of their supervisor shall create individual goals outlining success measurements for their work aligned with the organizational goals timeline. The individual goals will explicitly include how the employee is integrating racial justice and equity into their work, how they are working to build an anti-racist institution, and/or the professional development and resources they need in order to do so. National will also develop quarterly product calendars that are forward looking and briefly describe the projected products that National will ask states to complete and the timeline for the products so that State Directors and Department leads may appropriately plan their time and manage their teams. Weekly check-in meetings between the employee and their supervisor shall include reference, as appropriate, to an employee's current individual goals to assess progress towards stated goals and priorities. With their supervisor's approval, adjustments shall be made to the goals to reflect any changes to the employee's role and responsibilities, or to shift projects in order to achieve a more sustainable workload. Detailed, quarterly work plans are optional and may be requested by either the manager or the employee, but should be created/structured in a way designed to achieve the employee's work goals while best suiting the individual work-style of the employee.

SECTION D: TEMPORARY WORKLOAD ALLOCATION WITHIN SAME OR LOWER JOB CLASSIFICATION

The Organization values the time and work of staff. In the event that there is a vacancy in a regular, permanent position, and an employee is performing substantial work outside their regular responsibilities due to the vacancy for at least a 60-day period, then:

- Before the end of a 60-day period where the employee has taken on that kind of work, the employee must notify their supervisor that they believe they have taken on the kind of work above.
- At that point, no later than the conclusion of the 60-day period, either the additional responsibilities must be eliminated or the employee must receive a 15% increase in their base salary, retroactive to the first day of the vacancy, and continuing until the vacancy is filled or the additional duties are otherwise eliminated.

SECTION E: TEMPORARY WORK IN A HIGHER JOB CLASSIFICATION

If an employee takes on all or a substantial majority of the duties of a manager or a unit position of higher job classification for more than 30 days, then before the end of this 60-day period, the employee must notify their supervisor that they believe they have taken on the kind of work above. At that point, at the conclusion of the 60-day period, the employee will be compensated at the salary structure level for the position which duties they are taking on during such period, with such added responsibility pay is retroactive to the first date of absence and the employee will be compensated as stated above for the first 60 days.

SECTION F: ADDITIONAL DUTIES

The Organization will endeavor to use outside vendors to prevent necessary translation rather than ask employees to translate where such translation services are not part of the employee's regular job responsibilities. If an employee is asked to provide language translation services, and such translation services are not part of the employee's regular job responsibilities, then they shall be compensated at a rate of \$0.25 per word regardless of the amount of time required.

SECTION G: MANAGING PARTNER EXPECTATIONS

The Organization and employees recognize that the nature of the Organization's work often requires time-sensitive responses to Organization partners. The Organization will promulgate written Department-level guidance regarding expectations for whether and when to respond to partner inquiries outside of an employee's regular working hours, and coverage, when the employee is out of the office or on leave. State teams, with the approval of the relevant department head, will be able to set standard turn around times for products and services based on state specific capacity and partner needs. Employees who receive partner requests that are

beyond the scope of the standard products and services defined by AV should intake the request and then ask their direct manager how to address the request. This section also applies to requests made by funders.

The Labor-Management Committee must review the written guidance prior to the distribution of the written guidance, and thereafter no later than the end of the first quarter of each calendar year or prior to any material changes to the written guidance. The Labor-Management Committee must provide comments, suggestions, or recommendations as to such guidance no more than 7 calendar days after receiving the draft guidance.

Article 17: Professional Development

SECTION A: PROFESSIONAL DEVELOPMENT PLAN

AV values the growth, development and retention of its employees. Professional development is defined as an educational or training opportunity that is beneficial to grow and function in the employee's role at AV, and which will further their advancement within the movement.

AV encourages employees to pursue professional development opportunities including, but not limited to, courses, seminars, trainings, workshops, and conferences. Department leads will create a list of suggested professional development resources for employees of their department- these lists will be revisited and revised annually as needed. Additionally, Department leads and supervisors will make an ongoing effort to notify employees of professional development opportunities and events as they arise. Each year, each employee will work with their supervisor to develop a plan to meet their professional development goals during the course of the year, and which will be set out for the year ahead in the employee's annual performance evaluation. In creating a professional development plan, employees should review AV's professional development policy memo. In conjunction with the annual performance evaluation process, a supervisor will also check in on the employee's progress on their stated professional development goals from the prior year. Work plans and check-ins between an employee and their supervisor should include specific discussions assessing the employee's progress to achieve their professional development goals and any support they request from their supervisor.

SECTION B: EMPLOYER REQUIRED EXTERNAL TRAINING

AV shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at employer-required or approved trainings shall be considered regular work time, and the Travel and Per Diem policy described in Section F (Work Travel) of Article 23 (Hours and Overtime) shall apply for any associated travel expenses. Examples of employer required training include: The Management Center, Full Circle, etc.

SECTION C: EMPLOYEE INITIATED TRAINING OR EDUCATION

Employees may request to attend professional development events that reasonably relate to an employee's professional development goals. AV will dedicate up to \$700 per employee and an additional \$1000 per team/department, toward development opportunities. All unit employees are eligible for the AV professional development benefit. All requests to attend professional development events shall be approved by the employee's supervisor or department director; and such approval shall not be unreasonably denied. AV also recognizes there may be ad hoc requests for additional professional development funding by a given employee. Those requests must be submitted via application and will need approval by an employee's manager, and HR or the COO.

All requests to attend professional development events shall be made at least thirty (30) days in advance of the professional development event when possible.

SECTION D: EMPLOYER REQUIRED INTERNAL TRAINING

AV shall pay the expenses of any training it deems necessary for employees' performance and in which it requires employees to participate. Time spent at such AV- required trainings shall be considered regular work time, and AV's regular expense reimbursement policies and procedures shall apply for any associated travel expenses.

If a supervisor and an employee's department director require an employee to attend a professional development training, the costs will not be charged to the employee's budget in Employee-Initiated Training or Education.

In line with AV's racial justice, equity and inclusion values, professional development of competencies within these areas is required and will be coordinated for all staff by AV. AV understands and affirms its ongoing commitment to ensuring that its supervisors are equipped to succeed as supervisors and will seek both organization-wide and individual trainings geared towards management. Management trainings will include principles of racial justice/anti-racism, equity, and inclusion as well as general management skills. Examples of internal trainings may include: AV All-Staff Retreat, Field Retreat, Post-Summit Debriefs, etc

Article 18: Part-Time, Short Term, and Temporary Employment

SECTION A: PART-TIME EMPLOYEES

- a. For purposes of this Agreement, a part-time employee is one who is hired to work regularly less than twenty-five (25) hours per week

- b. A part-time employee shall not be employed for work normally performed by a regular full-time employee (unless the Organization has determined that the workload of such part-time employee's position, as that position is defined by the Organization, is not sufficient for a regular full-time employee or determines an immediate need for work to be performed while hiring a regular full-time employee for such position), nor where, in effect, such employment would eliminate or permanently displace a regular full-time employee
- c. A part-time employee shall be paid on a salaried basis or on an hourly basis equivalent to at least the prorated weekly minimum salary provided for the employee's job classification level laid out in this agreement
- d. A part time employee shall be eligible for the following benefits laid out in this agreement: Article 24 (Holidays & Leave): Holidays - prorated (Section A), Personal Days - prorated (Section B), Paid Vacation Leave - prorated (Section C), Sick Leave - prorated (Section D), Bereavement Leave - prorated (Section G); Article 25 (Benefits): , Transportation Benefits (Section B); Article 27(Salary & Wage); and any other benefit or leave required by law.

SECTION B: CYCLE HIRE EMPLOYEES

Cycle hires are not part of the bargaining unit under this Agreement. For purposes of this Agreement, cycle hire employees are those hired by the Organization to work on job duties that are similar to duties covered by regular employees with the understanding that their employment will not continue beyond a stated date. A cycle hire employee must be hired for a defined term not to exceed eighteen (18) months. These employees are eligible only for the following benefits covered in this Agreement: Article 24 (Holidays & Leave): Holidays (Section A), Sick Leave (Section D), Bereavement Leave (Section G); Article 25 (Benefits): Health Insurance (Section A), Transportation Benefits (Section B), and any other benefit or leave required by law or that the Organization may extend in its discretion.

After a period of eighteen (18) months, unless otherwise negotiated by the Guild and the Organization, a cycle hire position either concludes, or the employee will become represented by the Guild, and subject to all provisions of this Agreement, unless their position is subject to another exclusion in Article 1. In the event the Organization determines it will continue the employee's position longer than 18 months, the Organization will inform the employee and the Guild of a new anticipated end date for the position, or that the position will be converted to a regular position.

Should termination occur before the end of their agreed upon term of employment for reasons other than for cause, the cycle hire employee should be given in writing a minimum of two (2) weeks' notice before the termination should occur.

SECTION C: FELLOWS AND PAID INTERNS

For purposes of this Agreement, "fellows" and "paid interns" are students or trainees who work primarily in order for the individual to gain work experience or skills development, who are hired for an anticipated term of employment. Interns and fellows are not guaranteed full-time positions within the organization upon completion of their internship or fellowship.

Paid interns are not part of the bargaining unit under this Agreement. Fellows and paid interns should not be used to replace bargaining unit employees, but may conduct work that is consistent with the educational and development nature of the internship or fellowship, including work that is complementary to work done by bargaining unit employees.

Article 19: Access to Personnel Files/Information

SECTION A: MAINTENANCE

The Organization shall maintain personnel records which include an employee's cover letter, resume, a job description for the position, required payroll documents, compiled performance reviews, formal disciplinary records, records of restorative justice practices, complaints made against partners, formal feedback given by partners about the employee and any other pertinent documents concerning the employee's employment record required to be included in an employment record under applicable law. Written requests for religious and disability-based accommodations will be kept in a separate accommodation file.

SECTION B: CONFIDENTIALITY

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

SECTION C: GUILD ACCESS

When reasonably required in the judgment of a Guild representative, including both local and national representatives, to administer the Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, AV will make available for review

and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel and/or accommodation file. Absent an employee's authorization, the Guild representative shall be provided with personnel and/or accommodation file materials relevant to administering the Agreement or to processing a grievance, subject to any limitations imposed by law.

SECTION D: EMPLOYEE ACCESS

An employee will receive written notice of any changes to their personnel file regarding discipline within three (3) working days of said change, and an employee has the right of access to their official personnel and/or accommodation file within three (3) business days of a written request by the employee to AV. An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material. The provision shall become effective 60 days after the ratification date. Prior to the ratification date, an employee shall have the right to access their personnel and/or accommodation file within five business days of a written request by the employee to AV.

Article 20: Weather Related Office Closures

In order to work effectively and safely as the climate crisis continues to exacerbate weather conditions, the Organization must be able and willing to adapt to extreme weather conditions. During severe weather or other conditions that affect safe access to an office or multiple offices, ex. heat or cooling outage in the office building, the Organization may close the affected office(s) early, open late, or close for the entirety of a particular day or days. The State Director, or in states without a State Director the senior-most staff member, in an office or remote location will take into account the particular travel conditions, availability of and safe access to public transportation, and school closures in altering office hours or closing an office. In Washington D.C., the Organization will follow the federal government operating status as issued on the [opm.gov](https://www.opm.gov) website. The COO will email notification ASAP when delays are in effect.

In the event of inclement weather where the State Director or COO does not choose to close the office, and if an employee reasonably believes that they are unable to safely make it into the office, the employee will be expected to perform their job duties remotely to the best of their ability.

If severe weather is anticipated, employees should bring their laptops home in anticipation of an office closure. In the event of a government declared emergency or severe weather affecting the

employee's place of residence, and/or the employee's AV office is closed due to severe weather, employees who are unable to perform job duties (i.e. due to lack of proper equipment, power outage, heat or cooling outage, childcare duties, etc.) because of the severe weather event, should communicate with their supervisor(s) that they are unable to work and will not be required to use paid time off for such days. Office closures in a specific location should not affect work hours of employees in other America Votes offices.

Article 21: Standing Committees

Standing committees are those institutional bodies that serve to implement America Votes' priorities on an ongoing basis and in which staff across the Organization (unit and non-unit) have opportunities to participate regarding the Organization's own internal operations (e.x. Change Team, Labor Management Committee, Equity Review Committee). These standing committee terms should be at least one (1) year unless otherwise agreed upon based on the standing committee's purpose and the Guild must be notified of each member of the standing committees. Standing committees do not include teams of employees that work across departments to achieve the work of the Organization such as but not limited to the Field Team, Data Team, Senior Leadership Team, etc., affinity groups as described in Article 2, or ad hoc working groups of employees that may be informally established by America Votes on a short-term basis, short term being for no longer than three (3) months, from time-to-time to address operational issues or discuss issues of shared concern.

The existence and operations of such standing committees, with the exception of committees created by this Agreement (including but not limited to the Labor Management Committee), is subject to the Organization's control under Management Rights including but not limited to what committees to create or maintain, the scope of responsibility for committees, and the number of committee members. In the event that the union contends that an ad hoc working group described in the preceding paragraph has been in existence longer than three consecutive months, it must notify the Organization, which may choose to establish such group as a standing committee or discontinue it.

Time spent participating in a standing committee is valuable to the Organization and all service done on a standing committee is considered part of an employee's work and should be reflected in the employee's work goals-according to Article 16 (Workload Assessment), which may be adjusted to account for the employee's additional responsibilities on a standing committee. No employee shall be required to participate in any standing committee unless their job functions clearly necessitate participation or it is explicitly stated in their job description, and all standing committees must allow for the opportunity for at least two (2) members of the bargaining unit to participate as members. An employee's affirmative interest in participating on a standing committee shall strongly be taken into consideration by the Organization in determining who is on a standing committee.

While the Organization can determine whether to create or eliminate a standing committee as set out above, the Labor Management Committee shall discuss the potential termination of any existing standing committee or creation of any potential new standing committee.

Article 22: Family Friendly Workplace

The Organization recognizes that families come in many forms. The Labor Management Committee will be asked to consider organizational policy proposals concerning challenges employees face in juggling their personal lives with work at the Organization. Matters for the Committee will include, but not be limited to, caregiving, day care, breastfeeding or expressing during working hours, babies and children in the workplace, and remote work during inclement weather and other emergencies when day care and/or schools are closed.

Article 23: Hours

SECTION A: WORK WEEK

The normal workweek for employees of the Organization is Monday through Friday, for a total of 40 hours each week. Due to the nature of the Organization's business, employees may be required to work outside of the regular work hours. The Organization expects employees to take rest and meal breaks at a duration, time, and place of their choosing, consistent with the Organization's direction to achieve the completion of time-sensitive work.

To ensure that staff across geographic regions are able to fully participate and collaborate effectively, reasonable efforts should be made to schedule departmental and cross-departmental meetings with consideration to the workweek stated above. The Organization will use best efforts to schedule all Staff meetings and all other meetings intended to be attended by staff across the Organization at a time within the normal workweek, as defined in this section.

SECTION B: FLEXIBLE WORK-TIME SCHEDULES

The Organization recognizes the benefits of a flexible work-time schedule to the work environment and to employee's personal and family lives and maintains a flexible work-time policy. Flexible work-time schedules consist of any changes to an employee's regularly scheduled time of work (for example working from 7:00 am to 4:00 pm instead of 9:00am to 6:00pm). Flexible work-time schedules do not need to be consecutive hours in a given work day.

A flexible work-time schedule may be arranged with the approval of the employee's supervisor. If a request is denied, it must come with a written explanation. No reasonable request for a flexible work-time schedule will be denied to employees requiring reasonable accommodations due to disability or to new biological, adopted, or foster parents who need time to nurse, feed, pump or care for their child.

Upon approval of a flexible work-time schedule, the supervisor and employee are encouraged to meet on at least a quarterly basis to discuss the arrangement and how it is working for the employee, supervisor, and relevant team.

If the Organization desires to alter, revoke or suspend an employee's agreed on flexible work time schedule, supervisors will provide a written statement explaining the cause for the schedule change. Employees will receive 45 days notice of the change to a flexible work time schedule when practicable, and at least 30 days notice. An employee may dispute any change to an agreed flexible work time schedule, and such disputes will be mediated by the Labor Management Committee prior to the expiration of the notice period. The Organization shall consider, in good faith, information provided by the employee and/or the Labor Management Committee before notifying the employee of its final decision.

Flexible work schedules must ensure that employees are available for at least four (4) hours during work days between the hours of 9:00am and 6:00pm in their respective time zone.

The employee's compensation, benefits, work status, work responsibilities, seniority, and opportunities will not change as a result of participation in the flexible work schedule program.

SECTION C: REMOTE WORK

The Employer shall continue its status quo remote work policy, under which the Employer maintains the right to modify its return to work approach based on its evaluation of its business needs and the health environment, and under which, at present, in-person work in the office is considered voluntary in the ordinary course, and in-person business meetings and travel is based on the needs of particular positions. The Employer will not modify this policy prior to November 30, 2022. Prior to modifying its current policy, the Organization will provide the JLMC with prior notice, must consider any revisions to the proposed policy suggested by the JLMC, and will not unreasonably reject any such revisions.

SECTION D: PERSONAL LEAVE

Full time, regular employees may be granted a personal leave of absence without pay under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons. A personal leave of absence is granted at the discretion of the organization and is normally granted to protect the length of service and benefit rights for an employee whose service might otherwise be terminated.

- a. An employee becomes eligible for a personal leave of absence after 90 days of service. An employee who wishes to take a personal leave of absence must make arrangements with their supervisor.
- b. A personal leave of absence begins on the first regular workday following the last day worked. The maximum leave allowed under this policy is twelve weeks.
- c. A written request should be submitted at least two weeks in advance of any leave of absence which exceeds ten days, except in cases of emergency. Any leave request must include an expected date of return. If the employee does not return within three days of that date, and no extension has been requested, the employee will be assumed to have voluntarily resigned.
- d. Personal leaves of absence are without pay unless the employee decides to use any earned vacation hours, personal days, or sick leave during the leave and are otherwise eligible to use such hours. Insurance coverage will be maintained for an employee while on a personal leave of absence. Paid time-off benefits do not accrue during a leave of absence, but are retained at the same level.

SECTION E: EQUIPMENT AND TOOLS

The Organization shall provide specific tools/equipment for all employees to perform their job duties and shall determine the appropriate tools/equipment for each employee. Appropriate tools/equipment may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and/or other applicable equipment as deemed necessary. The Organization will provide appropriate furniture in Organization offices. Employees working from home under an approved remote work arrangement are responsible for furnishing home offices.

At a time consistent with organizational budgeting and scheduled equipment upgrades in 2023, a Technology Committee of two to four (2-4), where 50% are bargaining unit members appointed by the Guild and 50% are non-bargaining unit employees appointed by the Organization, as well as one non-voting representative of the Organization's IT Consultant will be assembled, to make recommendations with regard to 2023 and future years. That team will come up with a recommended list of four computer options for staff, two Windows and two Mac options. The criteria for selecting these recommendations will include efficiency, ability to perform necessary job functions, compatibility with industry standard software, feasibility of implementation, and staff input. The Organization recognizes that different jobs may require different computer functions and capabilities. As such, the committee will recommend one Windows computer and one Mac computer that are capable of higher level system functions and processes, with recommended maximum budgets for higher and lower operating levels, to the Organization's COO, with cost tier assigned by the Technology Committee, according to necessary job functions. The Committee will also compile a list, after providing an opportunity for staff input, of requested software purchases subject to approval by the Organization. Employees will be able to choose their preferred platform.

To accommodate disabilities, employees can request reasonable accommodation in the form of specialized equipment and/or equipment repairs with reasonable maintenance/upgrades as needed.

All employees in all Organization offices are eligible for the same or equivalent in quality office equipment, for both electronic equipment and office furniture.

Under local, state, national, or other government declared state of emergency circumstances where all or some employees of the Organization are working outside of the office in an area where such emergency has been declared for an extended period of time of at least 30 days, then to the extent that an employee assigned to that office does not already have such equipment, the Organization will supply office equipment necessary to maintain regular work duties such as a keyboard, monitor, mouse, mousepad, cables, wifi boosters, and routers. In these circumstances, the Organization will pay for pre approved items such as office furniture, ergonomic equipment, or other equipment or supplies as employee's homes were not intended to serve as long-term work from home office spaces.

SECTION F: WORK TRAVEL

Work travel is defined as out-of-town travel for work purposes but does not include an employee's commute from their home to their regular work location(s).

Employees who are required to travel overnight will be provided prior notice of travel at least two (2) weeks in advance of the first day of travel except in unforeseeable or emergency circumstances where such notice cannot be feasibly provided.

Employees who are required to engage in same-day travel of more than 60 miles (one way) and more than three hours (outside of their regular commute), will be provided at least three business days advance notice.

Instances of unforeseeable/emergency travel must be logged in the employee personnel file along with the Organization's written explanation of why earlier notice could not be provided. When the Organization books transportation for employees, the departure and arrival time (e.g. arrival at airport, departure from train station) shall not be before 8am or after 8pm in the employee's time zone, unless requested by the employee. If employees are tasked with booking transportation for themselves, the Organization will not encourage or require them to book travel that falls within the same time frame (before 8am or after 8pm).

Travel time shall be considered work time and recorded as provided by applicable law.

An employee shall be entitled to a per diem rate as provided in Article 27: Out of Pocket Expenses. Employees are encouraged to arrange for work travel expenses to be paid for on an Organization credit card, if possible.

During national, state, or local declared health emergency situations where travel poses health risks to employees, the Organization will not require an employee to travel using a method of travel that is unsafe given the nature of the emergency situation. As these situations improve, no request to delay or cancel travel will be unreasonably denied. Employees required to travel will be provided PPE/COVID testing (or, if necessary, reimbursed for such expenses) upon an employee's reasonable request.

During high-capacity work periods (ex. the four weeks before an election) that require frequent inter- or intra- state travel, an employee can request that the Organization provide a rental car or other means of transportation if the employee does not have access to a personal vehicle.

SECTION G: ORGANIZATION CONFERENCES, CONVENINGS, AND EVENTS

The Organization will make every effort to ensure that conferences, convenings, and events that employees are required to attend are not scheduled on weekends and will make reasonable efforts to avoid scheduling Organization events in a way that would require travel on a weekend. Under no circumstances will the Organization schedule such events on holidays (as defined in this Agreement) and will make every effort to avoid scheduling in a way that would require travel on a holiday. In the rare case that such an event would require an employee to travel on a holiday, they will receive compensatory time as outlined in Article 27 Section A.

Article 24: Holidays and Leave

SECTION A: HOLIDAYS

The Organization will be closed on: Martin Luther King Day, Cesar Chavez Day, Memorial Day, the week of July 4th on odd years, the day of July 4th on even years, Labor Day, Veteran's Day, President's Day, Emancipation Day (Juneteenth), Indigenous People's Day (odd years), the week of Thanksgiving, and all days between and including December 23 and January 1. All staff will be paid for these days. Whenever a legal public holiday falls on a non-work day, the holiday shall be the Monday right after a legal public holiday occurring on Sunday, or the Friday immediately before a legal public holiday occurring on a Saturday.

Each employee will have three (3) days to celebrate any religious and/or cultural holiday the employee observes. Notice of a religious and/or cultural holiday shall be provided fourteen (14) days in advance by the employee. Flexible holidays expire at the end of the calendar year; they cannot be accumulated from year-to-year, and are not compensable upon termination.

The Organization will endeavor to ensure that employees will not need to work on holidays. An employee who is required to work on one of the holidays listed above will be provided with one

day (8 hours), which must be scheduled with their supervisor's approval, and must be approved by manager no later than six weeks after the holiday in question.

SECTION B: PERSONAL DAYS

AV employees may take up to five (5) personal days annually to attend to personal business during normal hours (e.g. renewing a driver's license, closing on a house, attending school functions) or to attend to other personal needs, provided their absence does not interfere with Organization commitments.

An employee must receive approval from their supervisor in advance to schedule a personal day off, with recognition that not all needs for time off can be known far in advance. An employee is able to use their personal days at any point throughout the calendar year. The year end is defined as August 31 of each year.

SECTION C: VACATION TIME

Vacation days begin to accrue on the employee's first day of work. Employees may only take paid time off that they have not yet accrued in extreme or unusual circumstances (and with approval of the employee's Supervisor and the Director of HR). Vacation days will be scheduled subject to the approval of the supervisor. Vacation cannot be taken until after an employee's first 90 days unless in extreme or unusual circumstances, or the employee has made arrangements to take time off at the time of hire.

Annual vacation time will accrue on a pro rata basis, with employees eligible to receive vacation on an annualized basis as follows:

- Less than one calendar year employment at AV (0-12 months): Two weeks of vacation (10 days) each year. 80 hours
- One to three calendar years employment at AV (12 month, 1 day -36 months): Three weeks of vacation each year. 120 hours
- Three or more calendar years employment at AV (36 months, 1 day- 60 months): Three-and-a-half weeks of vacation each year. 140 hours

Although vacation leave is meant to be used, employees may carry over a limited amount of leave from year to year. The year end is defined as August 31 of each year for purposes of this section. Employees with 0-12 months of service may carry over up to 40 hours of earned vacation from one fiscal year to the next year, employees with 12 months 1 day - 36 months may carry over 60 hours, and employees with 36 month 1 day- 60 months may carry over 80 hours, except where applicable state law provides otherwise.

At the time of separation from employment with AV, an employee will be paid for unused accrued vacation days.

SECTION D: SICK AND SAFE TIME

America Votes recognizes that staff are at their best when they are empowered to care for their physical and mental health and the health of loved ones. As such, employees have access to unlimited sick and safe leave to use as needed. Sick time leave under this section is intended to give employees flexibility to address absences of a short term duration no more than ten (10) consecutive work days.

Sick and safe leave is to be taken in the event an employee is sick or to care for a close family member who is sick, or to attend a dentist, mental health, reproductive health including abortion, eye-care or doctor's appointment. For purposes of this section, a close family member can include children, grandchildren, foster children, spouses, siblings, siblings' spouses, children's spouses, parents, grandparents and domestic partners (defined as anyone with whom the employee maintains a committed relationship or with whom the employee has lived with for the past year), or those with whom the employee shares such a close family-like relationship by reason of affinity.

Safe leave is to be taken for absences associated with domestic violence or sexual abuse, including court appearances or cooperation with law enforcement. Sick and safe leave does not distinguish between issues of mental health and physical health – both are health care concerns.

Employees must provide as much advance notice as is practicable of their need to take sick or safe leave, and must notify their supervisors no later than the morning of the day(s) they intend to utilize their sick or safe leave where earlier notice is not practicable. No disciplinary action will be taken in the event of using safe leave, if conditions did not permit the employee or a representative to safely notify their supervisor.

Employees should make all reasonable efforts to communicate clearly with their supervisors or other work colleagues regarding work commitments while they are absent for sick and safe leave, and ensure that work responsibilities and commitments are responsibly rescheduled or adequately covered by other staff. An exception will be permitted in emergency circumstances. Furthermore, a supervisor cannot deny a staff member the right to take sick and safe time when needed because of difficulty reassigning or rescheduling job responsibilities.

No documentation, such as a doctor's note, will be required to be provided for utilization of sick and safe leave, provided that the Organization has the right to request such documentation for absences lasting more than three consecutive days, or where reasonably necessary for the health and safety of coworkers.

SECTION E: NO TRAVEL RULE

Due to the nature of the organization and our programs, there are certain times of the year when employees may be unable to use extended (defined as more than two days) vacation time. Time off requests may be limited up to two weeks prior to the AV State Summit and between Labor Day until Election Day during an even-numbered year. Certain vacation requests may be granted on a case by case basis. Requests for bereavement leave are not subject to this Section.

SECTION F: PARENTAL LEAVE

America Votes values families of all kinds. An employee shall be entitled up to twelve weeks (60 workdays) of paid parental or family leave for the birth, adoption, or foster home placement of a child as set out below.

Paid parental or family leave need not be continuous and can be accessed twice a year if the need arises, subject to AV's business needs and approval by the employee's supervisor, but must be used within one (1) year of the event giving rise to the leave. Examples of such flexible use include:

- Taking up to two blocks of leave (e.g. taking two weeks immediately after the birth of a child and taking the remainder when the other parent returns to work).
- Allocating a portion of one's leave to create a four (4) week "ramp up" period with a reduced work schedule when returning to work.

An employee may use accumulated vacation and personal leave upon the expiration of the paid parental leave upon approval by the employee's supervisor. Holidays are not counted as part of leave- for example, if a single, six-month block of parental leave includes five holidays, five days will be credited to the end of the employee's parental leave.

AV supervisors, in consultation of the employee taking leave, will be tasked with the process of finding replacement capacity to fill the needs of AV and partner program(s) for the duration of the leave. Employees may be required to prepare a coverage plan prior to taking leave.

An employee will be returned to the same position at the end of the parental or family leave. If the duties and responsibilities of the position have changed during the leave, or the position is eliminated, AV shall seek to return the employee to a substantially equivalent position at the end of the leave. If returning the employee to a substantially or equivalent position is not possible, and their employment with America Votes is terminated, they will be eligible for severance pay benefits according to Article 13 (Reductions in Force).

Employees must be on staff for 6 months in order to be eligible for parental leave.

SECTION G: BEREAVEMENT LEAVE

Employees will have up to five (5) days of paid bereavement leave for the death of any person who is a close family member (as defined in Section D above) or with whom the employee shares such a family-like relationship by reason of affinity. This includes miscarriage or the loss of a stillborn child. This also may include the death of a pet. In extreme circumstances, such as international travel or extended domestic travel, an employee may request to use sick and safe leave to extend bereavement leave.

SECTION H: JURY DUTY

Employees will receive paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Employees are expected to work any portion of the normal work day that is not required to fulfill their jury obligation, to the extent permitted by applicable law.

SECTION I: SCHOOL ACTIVITIES

AV provides all regular employees, regardless of where they are located, with eight (8) hours of paid school and school-related activities leave per year, unless additional leave is required under applicable law in which case the full amount permitted by law will be available to eligible employees. School-related activities include, but are not limited to, parent-teacher conferences as well as child participation in play, concerts or sports events (including practices or rehearsals). Parents include mothers and fathers, legal guardians, persons who act as guardian whether or not legally appointed, aunts, uncles, or grandparents of a child, and any person married to one of the individuals just listed.

Employees are encouraged to discuss with their supervisor whether their workweek can be flexible to accommodate attending a school activity without the need to utilize any leave (e.g. if an employee needs to leave two hours early, working an hour later on two other days that week). If an employee does wish to take school activities leave, they must notify their supervisor at least five (5) calendar days in advance of the planned leave unless the event could not be reasonably foreseen. In the case of unexpected events, the employee must notify their supervisor immediately. An employee will only be granted the leave if their absence will not seriously disrupt Organization operations or the activities scheduled at that time for their department.

SECTION J: CONTINUING EDUCATION EXAMINATIONS AND PROFESSIONAL CERTIFICATIONS

When approved by the Organization, employees are entitled to up to one (1) consecutive week paid leave for examinations (such as the GED, GRE, GMAT, LSAT, etc.) that will allow them to continue their education, receive a professional certification, or in other way intellectually advance themselves.

SECTION K: MILITARY LEAVE

Employees who are in the Reserves of the United States Armed Forces or the National Guard will be granted short-term reserve service leave, not to exceed ten (10) working days, once during each calendar year to train with their unit. Reserve service leave is unpaid but an employee can substitute accrued vacation leave and/or personal day pay. Benefits, including leave benefits, will continue to accrue.

An employee in the active military reserves or active National Guard shall be excused from work for unpaid leave if called to serve a tour of active duty training or active duty service, upon furnishing a copy of official orders to their supervisor.

The Organization conforms to all state and federal statutes pertaining to employment rights and benefits applicable to military service members and their families.

SECTION L: UNPAID LEAVE

The Organization may grant, in its discretion, unpaid leave when an employee does not have available paid time off and when the duration of the leave (including when the employee is scheduled to resume regular work at their full-time schedule) is satisfactory to the Organization. No such leave will be granted without approval of the employee's supervisor. Requests of leave of longer than one (1) week will not be granted without the approval by the Director of Human Resources, who will provide information to the employee of the impact of such long-term unpaid leave on benefits and PTO accrual. If approved, the employee must inform Human Resources of the dates of the leave five (5) working days before the leave begins, except in emergency situations.

Article 25: Benefits

SECTION A: HEALTH BENEFITS

The Organization shall maintain various medical, dental, and vision plans for employee participation. Coverage under each plan begins the first day of the month after an employee's date of hire.

The Organization offers medical, vision, and dental insurance for all full-time employees and Family. The Organization will pay the full premium for the employee's medical plan, dental, and vision coverage. The Organization will also pay 70% of the employee's share of the premium for the employee's spouse, dependent(s), and additional covered person(s)' medical, dental, and vision coverage.

Annually, the Human Resources Department will provide employee education sessions with provider representatives to discuss employee health benefits and coverage. Every employee shall receive an initial orientation regarding health benefits and coverage as part of their onboarding with the Organization. On an ongoing basis, the Human Resources Department will be available to answer employee questions or provide information regarding health benefits and coverage one-on-one.

To the extent that governing plan documents in effect upon the ratification of this Agreement provide for waiting periods inconsistent with this Agreement, the governing plan documents control, and the Organization shall timely amend the governing plan documents at the first available opportunity. If any such benefits are discontinued by the plan provider so as to affect the Organization's ability to comply with its obligations to provide premium support for medical plan, dental, and vision coverage as required by this Article, the Organization shall adopt a comparable alternative benefit plan(s) after bargaining with the Union. The Guild will be notified 3 months before the Organization's current health care plan obligation expires.

At the next reasonable opportunity following the effective date of this Agreement, which is anticipated to be within six (6) months of the ratification of this Agreement, the Organization will provide employees with a Flexible Spending Account (FSA) to help offset costs associated with healthcare and dependent care. All employee contributions to the FSA will be pre-tax and taken out of an employee's paycheck at their request.

SECTION B: TRANSPORTATION BENEFITS

For DC-based employees, through the SmartBenefits Program, employees can continue to deduct transportation costs pre-tax for transit expenses and parking costs for Washington Area Metro Transit Authority expenses. The organization will purchase the transit and/or parking benefits for eligible employees enrolled in the program (with the employees' pre-tax funds) on a monthly basis. Employees working from Organization offices in a location other than Washington, DC may notify the Human Resources Department of an available transit program in their area and Human Resources will make all reasonable efforts to facilitate participation in the program.

The Organization will continue to provide parking at America Votes state offices. In the event that parking is not available on a given day, America Votes will provide reimbursement to the employee for reasonable parking costs associated with working from the office. With respect to

the AV National Office, if a shutdown or significant delay of public transportation systems necessitates employee use of private transportation to access the office, the Organization will reimburse for a ride share service.

SECTION C: STUDENT LOAN ASSISTANCE

The Organization will implement a Student Loan Assistance Program, either administered directly by the Organization or using a third-party service provider. To take advantage of this benefit, an employee must be a full-time employee in good standing and have been employed by the Organization for ninety (90) days. Employees will be notified of this program as part of their onboarding and then again after being employed for 90 days. Proof of a student loan to repay will be required at the time of enrollment in the program and then annually thereafter. The loan must be in the employee's name. The program only covers loans from formal lending institutions. Personal loans from family and friends who may have loaned an employee money towards tuition payment are not eligible. The Organization will pay up to \$100 monthly to an employee, or to the employee's loan provider, in furtherance of employee's student loan obligations. An employee's failure to make required payments to student loans will disqualify an employee from the program.

Participants must fill out a Student Loan Assistance Enrollment Form and provide copies of the formal loan documents to the Human Resource Department.

Loan repayments will be provided in the employee semi-monthly paychecks unless provided directly to the loan provider. This is a taxable benefit to the employee and will count towards an employee's gross annual W2 wages.

SECTION D: RETIREMENT PLAN PARTICIPATION

The Organization will continue to maintain The American Fund Retirement Plan or a substantially comparable insurance plan.

For each full-time, permanent employee who has completed 120 days of employment, the employee is entitled to make pre-tax and ROTH contributions from their salary up to the legal limit set forth by the IRS.

The Organization will also provide a 1:1 match for all employee contributions up to 5% of the employee's salary.

Employees may also contribute any whole percentage of their base salary to their retirement plan through pre-tax salary deduction, within the IRS limits.

America Votes 401(k) plan allows qualified employees to enroll at the beginning of each month.

SECTION E SHORT-TERM DISABILITY

In the event that an employee is unable to work due to illness or other disability, the employee is ineligible to use sick leave pursuant to Article 23 Section D, has no other available paid time off, and is not yet eligible for long-term disability benefits pursuant to Section F below, then the Organization shall provide reasonable accommodation in the form of an unpaid leave of absence unless doing so would be an undue hardship for the Organization.

SECTION F: LONG-TERM DISABILITY

The Organization will provide a long-term disability plan for all regular full-time employees, providing certain benefits in the event of qualifying circumstances defined in the plan. Eligible employees who become disabled and are unable to work may, if their application is approved by the insurer, receive a benefit in the amount of sixty percent (60%) of their salary starting once an employee has been sick for more than ninety (90) consecutive days. Any and all aspects of this benefit are controlled exclusively by the terms of the disability insurance plan, including maximum duration of the plan, and in the event of any discrepancy between the foregoing summary and the Certificate of Coverage, the actual Certificate of Coverage will govern.

On an ongoing basis, the Human Resources Department will be available to answer employee questions or provide information regarding long-term disability benefits one-on-one.

SECTION G: LIFE INSURANCE

Beginning on the first day of employment, the Organization will pay one hundred percent (100%) of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all full-time employees. The value of the Life Insurance plan is 1x the employee's annual salary up to \$200,000, double in the case of accidental death. Eligible employees may not opt out of this benefit.

Article 26: Salary and Wages

SECTION A: JOB CLASSIFICATION LEVELS & SALARY RANGES

Appendix B provides a list of the job classification levels. Employees shall be compensated at not less than the salary chart set forth in Appendix C.

In order to create greater uniformity and clarity in new positions and their corresponding titles, the Labor Management Committee will conduct a review of current unit employee job

descriptions and make recommendations for title standardization no later than six (6) months following the ratification of this Agreement. This includes the creation of a proposal that defines the criteria or distinction between the Associate, Coordinator, and Manager levels. The Guild and the Organization shall negotiate the job classification level for any new job title, for a bargaining unit position, added after the ratification of this Agreement that does not conform to the Organization's standard titles.

The Organization may offer a new hire a salary above the minimum salary floor for the applicable position's job classification level based on the Organization's assessment of the new hire's qualifications, cultural competency, and/or job market factors. Cultural competency includes, but is not limited to, knowledge of and commitment to advance racial justice and equity to build a more anti-racist institution and address white supremacy in the progressive political space; time spent in communities -- especially Black, Indigenous, and communities of color -- that the Organization works with to understand the intersection of the needs of the community and the mission of the Organization, as well as, where relevant to a position's job responsibilities, the ability to communicate multilingually with members and leaders of the community. Other qualifications may include specific skills, however years of experience alone shall not be reason for a salary offer above the minimum for the job classification.

SECTION B: ONE-TIME INCREASES FOR EXISTING EMPLOYEES

For employees hired before the ratification of this Agreement, and who have a salary below the minimum salary for their job classification level, their new salary will be increased to the minimum salary for their job classification level., plus a one-time increase to their salary equal to 1.5% of their salary prior to the ratification of this Agreement.

For employees hired before the ratification of this Agreement, and who have a salary above the updated base salary for their job classification level, their new salary will be increased by 1.5%.

There shall be no reduction in salaries or force as a result of putting this Agreement into effect.

All bargaining unit members shall receive a one-time ratification bonus of \$500, less applicable deductions and withholdings, payable on the first regularly-scheduled payday that is at least 10 calendar days after the ratification date.

SECTION C: ANNUAL SALARY INCREASES

During the Term of this Agreement, employees shall receive an annual increase effective July 1 of each calendar year as follows:

- Employees Job Classification Levels A-D annually shall receive an increase of 5% of the minimum salary for their job classification level. In the event that the Consumer Price Index (CPI), as calculated by the Bureau of Labor Statistics, is at or exceeds 8% in the

six-month period prior to June 1, 2023, then this section only shall be reopened for a 30-day period for purposes of the parties bargaining the annual increase that shall be implemented effective July 1, 2023.

- Employees in Job Classification Level E shall receive an increase of 4% of the minimum salary for their job classification level. In the event that the Consumer Price Index (CPI), as calculated by the Bureau of Labor Statistics, is at or exceeds 8% in the six-month period prior to June 1, 2024, then this section only shall be reopened for a 30-day period for purposes of the parties bargaining the annual increase that shall be implemented effective July 1, 2024.

This Agreement shall not prohibit the Organization from administering one-time end-of-year bonuses so long as they are given equally and to all unit members. This Agreement also does not prohibit the Organization from providing discretionary salary merit increases, in conjunction with the annual performance review process, and effective as of July 1 of the calendar year.

SECTION D: PROMOTIONS

An employee who is promoted shall receive at least the minimum salary for the classification of the job they have been offered but in no case shall the employee be paid less than the salary they were earning prior to the promotion.

SECTION E: NEW PRIMARY TITLES

In the event that America Votes creates a new bargaining unit position that does not fall within the primary titles below, the parties shall bargain in good faith as to the job classification level in which such new primary title falls.

Article 27: Out of Pocket Expenses

SECTION A: TRAVEL

All reasonable travel related expenses will be reimbursed pursuant to Article 23 (Hours and Overtime) Section F (Work Travel) of this Agreement. This may include lodging, transportation, etc. All such reimbursements related to travel will be approved, processed and sent out within ten (10) business days of employees submitting them in Certify or whichever reimbursement and expense software the Organization is using at the time. If possible, given the time frame requirements, reimbursements will be included in an employee's regular paycheck. In cases where this is not possible, reimbursements will be sent via check in the mail. Reimbursements will not be subject to income taxes. The Organization may require receipts for substantiation of

reimbursements over \$50. Employees are encouraged to arrange for work travel expenses to be paid for on an Organization credit card, if possible.

SECTION B: PER DIEM

Travelers are encouraged to charge reservations using the AV corporate card. It is the responsibility of the traveler to cancel any room reservation that will not be used. A record of the cancellation number should be retained, in case of billing disputes. If an employee fails to follow the Organization's policies then in effect for canceling reservations without reasonable justification, the Organization may hold the employee responsible for any cancellation fees.

Per diems shall be distributed pursuant to Article 23 (Hours and Overtime) Section F (Work Travel) of this Agreement. An employee shall be entitled to a per diem rate of \$79 (the GSA Washington, DC meals and incidentals rate) per day when such events require an employee to travel out of town, to the extent the employee will be expected to cover an applicable expense (i.e. if lunch will be provided at the work travel event, the employee will not be entitled to the lunch per diem rate). Whenever possible, employees should arrange for work travel expenses to be paid for on an Organization credit card. Where this is not possible, employees will receive payment for specific work travel expenses as a reimbursement. Alcohol can be paid with AV funds in conjunction with meals, within reason, as long as it falls within the daily per diem.

Employees may choose to receive per diem payments as a reimbursement after the trip, or may arrange for expenses within the per diem amount to be paid for on an Organization credit card, if possible. Employees must provide a receipt for any per diem eligible expense that exceeds \$50, and must provide documentation (in the form of an enumerated list) of all expenses incurred.

When traveling for the AV Summit or staff retreat, the per diem amount will be announced prior to the event.

SECTION C: MOBILE PHONE REIMBURSEMENT

The Organization will reimburse up to \$100 per month for the cost of a mobile phone and data plan for employees. Employees are responsible for providing their own phone. Employees who receive reimbursement for work use of a mobile phone are required to maintain an operating phone. Employees seeking mobile phone reimbursements will submit one bill to initiate the process, and are responsible for submitting updated information to reflect changes in their mobile phone bills. Once initiated, reimbursements will automatically be included in an employee's regular paycheck. In the case that there are changes to the employees' mobile phone bill (i.e. bill amount, carrier, etc.), the employee is expected to submit updated documentation to the Organization before the next time for reimbursement. Reimbursements

will not be subject to income taxes unless legally required. The Organization will not require additional documentation beyond what is set out in this Section unless it reasonably determines such documentation is necessary to provide mobile phone reimbursements that are not subject to income taxes. To be eligible for the mobile phone reimbursement benefit, an employee must utilize the mobile phone for work purposes.

SECTION D: OTHER WORK-RELATED EXPENSES

Employees are encouraged to use an AV corporate card for reasonable work related expenses. In the rare instance, employees are asked to directly incur work related expenses, employees may submit for reimbursement through Certify or whichever reimbursement and expense software the Organization is using at the time. Reimbursements will be approved, processed, and sent out within ten (10) business days of submission. If required expenses are more than \$100, employees will have the option of requesting that a check be overnighted to them once approved in Certify or other reimbursement and expense software the organization is using.

Article 28: Use of Employee Name and Image

An employee's byline shall not be used over the employee's protest on any written material. An employee shall not be required to serve as the signer to any material released by the Organization or have a quote attributed to the employee over the employee's protest. An employee's name of likeness shall not be used in any material released by the Organization over the employee's protest.

To protect employees with safety concerns, an employee's name shall not be listed on any public directory or list without the employee's express consent, which can be revoked at any time by notifying any member of the HR department. If an employee revokes consent to be listed publicly, their name must be removed from the requested public locations within seven (7) days. This also applies to identifying pictures where their name is listed in conjunction with the image.

Employees of the Organization understand that their photograph may be taken at Organization events or activities and used thereafter in Organization publications. However, an employee's personal story or pictures shall not be used over the employee's protest.

An employee who has given consent to their story, photo, or likeness to be used for publication or other materials used by the Organization has the right to withdraw that consent from future publications or screenings of that material if reasonably practical.

Article 29: Social Media Policy

AV recognizes that each employee has their own personal story and separate life outside the workplace. AV supports an employee's right to free speech and expression. The Guild recognizes that the nature of AV's work is highly public and that AV therefore has legitimate interests related to activity by Employees on social media platforms that relates to or otherwise impacts AV's operations.

AV will not require staff to promote or otherwise post about AV in their personal social media, nor will AV ask staff to advise on or create content for AV's official social media accounts unless it is within their established work responsibilities.

AV prohibits managers from sending friend requests to or "following" staff on social media unless the staff member initiates the friend request/follow, in which case the manager is free to choose whether to accept the friend request or reciprocate the follow.

AV recognizes and respects an employee's right to engage in concerted activity on social media to the extent protected under the National Labor Relations Act, Section 7.

The Employer may object to an employee's social media posting on the following grounds:

1. The post contains material that is racist, sexist, transphobic, homophobic, or otherwise targets marginalized communities, considered Harassment under Article 2 Section B, or is otherwise in violation of AV's Equal Opportunity Policy.
2. The post is directly at odds with the organization's communication on an issue
3. The post contains material that is directly at odds with the organization's mission to protect voting rights and a safe and secure democracy
4. The post discloses confidential operational information, including, but not limited to, donor information, strategic plans, state plans, contracts, proposed acquisitions or mergers, voter file data or personal information about voters compiled by AV in the ordinary course of business, budgetary information, legal information, strategic information, intellectual property, confidential information of partners or other third parties, and any other information entrusted to the Employee as confidential.
5. The post disparages the work of current AV partner organizations (or the organization's donors, partners, or stakeholders) by making critical comments, AV may object to the post as set out in this section, but will not undertake disciplinary action against the employee for such post; provided that the employee has not identified themselves as an AV employee on the platform the post was made or otherwise suggested that the post was sent on behalf of America Votes.
6. The post disparages the work of current AV partner organizations by making malicious, abusive, knowingly false, unlawful, discriminatory, defamatory, libelous, or slanderous comments towards AV coworkers or the organization's known donors, partners, or stakeholders. With respect to such a post regarding a person or organization that an employee in good faith attests they did not know to be an AV donor, partner, or

stakeholder, AV may object to the post as set out in this section, but will not undertake disciplinary action against the employee for such post.

7. The post, in AV's reasonable judgment, substantially compromises the employee's ability to successfully perform the responsibilities of their position, as set out in the written job description. In grievance and arbitration of this subsection, the burden of proof is on the employer.
8. The post otherwise provides AV with just cause for discipline.

In the event the Employer objects to an Employee's social media posting, which was posted within the Employee's term of employment with AV, the Employer will generally first notify the employee in writing within 30 days of first learning of the posting, or within 30 days of a coworker or third party raising concerns to the Employer regarding such post.

In the case the employer objects to a post, the Employer will provide its rationale for considering the post objectionable, and the employee will then be given the opportunity to remove the objectionable post without discipline. However, the parties recognize that in some circumstances discipline may occur, such as in instances where the Employee's conduct is intentional and difficult to remedy. Any discipline by the Employer under this section is subject to the discipline and grievance provisions of this Agreement. Nothing in this Article precludes the Organization from conferring with an employee regarding a social media post for a reason other than objecting to, or imposing discipline regarding, such post as provided in this Article.

Article 31: Duration

This Agreement will take effect on the commencement date of January 13th, 2023 and expire on January 12th, 2026, for a total term of three (3) years.

Within 90 days prior to the expiration date of this Agreement, the Organization or the Guild may initiate negotiations for a new Agreement. Terms of this contract shall remain in effect until a successor agreement is reached by the parties.

APPENDIX A

- Program Director
- Political and Field Director
- Program Manager
- Organizing Director
- Deputy State Director
- Data Director
- Data and Targeting Director

- Data Manager
- Data and Field Director
- National Field and Political Assistant
- National Press Secretary and Communications Associate
- National Planning and Resources Manager
- National Development Manager
- National Deputy Political Director
- National Deputy Field Director
- National Deputy Director of Data, Targeting, and Engineering
- Senior Data Scientist
- National Data Specialist
- Political Data Analyst
- National Analytics Manager
- National Finance & Compliance Manager

APPENDIX B

JOB CLASSIFICATIONS

Job Classification Level	Primary Titles	Current Positions Covered
A	Assistant, Associate, Specialist	National Compliance Associate National Field and Political Assistant National Data Specialist National Communications Associate
B	Coordinator	National Development Coordinator
C	Manager States - Field Manager, Political Manager, Program Manager, Data Manager (or sometimes a combination of two) National - Manager	Data Manager National Development Manager National Planning and Resources Manager National Political Manager Program Manager Program and Field Manager National Communications Manager
D	States - Field Director, Political Director, Program Director, Data Director, Organizing Director (or sometimes a combination of two)	Data Director Data and Targeting Director Data and Field Director Political and Field Director Program Director Organizing Director

E	States - Deputy National Deputy and Data Positions (non Specialist/Assistant/Associate/Coordinator Level)	Deputy State Director National Deputy Field Director National Deputy Political Director National Deputy Director of Data, Targeting, and Engineering National Analytics Manager Senior Data Scientist
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APPENDIX C

Job Classification Level	Salary Minimum
National A	\$52,500
National B	\$55,000
National C	\$60,000
National D	\$65,000
National E	\$75,000
State C	\$57,500
State D	\$65,000
State E	\$75,000

EXHIBIT A

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is entered into between America Votes (“Employer”) and NAME (“Employee”). Employer and Employee agree to the

following:

Separation Date and Payment of Wages. Employee's last day of employment with Employer will be DATE ("**Separation Date**"). After the Separation Date, Employee will not report to work and will have no employment duties. On or about the next regularly scheduled payroll date after the Separation Date, Employee will be paid all amounts owed as part of Employee's regular wages and for any accrued and unused vacation, minus all applicable federal and state payroll and withholding taxes and any other deductions authorized by Employee for the provision of employee benefits.

Severance Benefits.

(A) In exchange for Employee's agreements herein, Employer shall pay Employee the gross amount of \$ _____ [relevant amount based on tenure], which is approximately equivalent to weeks of Employee's regular salary, minus all applicable federal and state payroll and withholding taxes and any other deductions authorized by Employee for the provision of employee benefits, and will be paid to Employee in a lump sum no later than 14 days following the Effective Date.

(B) Employee acknowledges that, other than the amounts described above, Employee will not receive and is not entitled to any compensation, bonus, commission, equity, severance or benefits from Employer.

General Release of Claims.

(A) Employee hereby agrees to waive, release and hold harmless Employer and all of its parents, subsidiaries, affiliates, successors, assigns, related entities, directors, officers, employees and agents (collectively the "Released Parties") from any and all liability, claims and charges, whether known or unknown to Employee up to and including the date of execution of this Agreement, including but not limited to, all claims arising from, growing out of, or in any way connected with, directly or indirectly, Employee's employment relationship with Employer, or the termination of that relationship. It is Employee's intention to effect a general release of all such claims except for (i) the performance of the provisions of this Agreement, (ii) such rights or claims as may arise after execution of this Agreement; and (iii) claims that cannot be released under applicable law. Employee understands and agrees that this release includes, but is not limited to, any and all claims or causes of action arising under: (1) Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act; 42 U.S.C. §1981; the Equal Pay Act; [relevant local law]; and any other federal, state, or local laws relating to employment discrimination, harassment, wrongful discharge, and/or retaliation; (2) any federal, state, local or foreign law relating to employment or termination rights and/or benefits (including the Employee Retirement Income Security Act of 1974); and (3) any other basis for legal or equitable relief whether based in common law, on express or implied contract, Employer program, policy or plan, tort, statute, state or federal constitution, or other legal or equitable ground.

(B) Employee agrees that Employee has no claims, complaints, charges or other proceedings pending in court, administrative agency, commission or other forum relating directly or indirectly to Employee's employment. Employee further agrees that Employee will not initiate any suit, action, or arbitration before any federal, state or local judicial, administrative or other forum with respect to any matter arising out of or connected with Employee's employment with Employer and/or the termination of that employment, and that, absent a validly issued and served

subpoena or other compulsory legal process, Employee will not, except at Employer's request, testify in any judicial or administrative proceedings to which Employer is a party with respect to any matter involving the affairs of Employer of which Employee has knowledge. Nothing in this Agreement prevents Employee from filing a charge or complaint with or from participating in an investigation or proceeding conducted by any federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, Employee is waiving rights to individual relief based on claims asserted in such a charge or complaint. This waiver does not apply if it is otherwise prohibited by law.

Disclaimer of Liability. By entering into this Agreement, each party expressly denies liability to the other party for any claims whatsoever.

Confidentiality and Non-Disparagement.

(A) Employee, for Employee and Employee's representatives, agrees to keep confidential and not disclose any of the terms, conditions, or details of this Agreement to any person, except that Employee may make disclosure to the following individuals, provided that these parties have previously been informed of and have agreed to be bound by this confidentiality provision: (i) Employee's immediate family; (ii) any union, legal or tax advisors or financial planners to understand the interpretation, application, or legal effect of this Agreement; (iii) as required by law or regulation, or to the extent necessary to verify to tax authorities the nature of the payments made hereunder; or (iv) to the extent necessary to enforce this Agreement by legal action.

(B) Employee agrees that Employee will not use, disclose, publish or distribute any of the Released Parties' confidential information. For purposes of this paragraph, and except to the extent already publicly disclosed by Employer, "confidential information" includes the Employer's financial, donor, and personnel information and internal working documents and communications, and also includes any Released Party's trade secrets, products, services, finances, business plans, marketing plans, legal affairs, suppliers, partners, potential partners, opportunities, contracts or assets of Employer. "Confidential information" also includes any information which has been made available to Employer by third parties, including but not limited to Employer partners, that Employer is obligated to keep confidential.

(C) Employee further agrees to refrain from making any derogatory or disparaging comment in any format, whether written or oral, to the press or any individual or entity regarding Employer that relates to the Employer's business or related activities or the relationship between the parties, or to encourage third parties to make such comments. This includes, but is not limited to, comments made on social media.

(D) America Votes will not authorize any person to make derogatory or disparaging comment in any format, whether written or oral, to the press or any individual or entity regarding Employee, or to encourage third parties to make such comments.

Return of Employer Property. Employee will return, no later than the Separation Date, any and all Employer property in Employee's possession or under Employee's control, including, without limiting the generality of this obligation, any communication devices, computer data, hardware and software and any confidential information belonging to Employer. Employee's return of property under this Section 6 is a material term of this Agreement and a condition precedent of receipt of the severance amount set out in Section 2(A).

Letter of Reference. Upon the Employee's written request to the Director of Talent and People Operations, within a reasonable period of time following the Effective Date of the Agreement, the Employer shall provide a letter to Employee, which Employee may provide to prospective employers, stating that the Employee's employment was ended in a layoff, and not for just cause. Provided that requests for references are directed to the Director of Talent and People Operations, the Employer shall provide a copy of the letter of reference to prospective employers.

Miscellaneous.

(A) The failure of either party to this Agreement to insist upon strict compliance by the other party with any term or condition of this Agreement shall not be deemed a waiver of such term or condition.

(B) This Agreement shall be governed by the laws of [relevant jurisdiction], without regard to principles of conflicts of laws that would call for the application of the substantive law of any jurisdiction other than [relevant jurisdiction]. Employee agrees that any dispute arising in connection with the execution and/or operation of this Agreement will be determined in a court of competent jurisdiction located in the District of Columbia, to whose personal jurisdiction Employee agrees to submit. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable (with the exception of the Release contained in paragraph 3), the remainder of this Agreement will remain fully valid and enforceable.

(C) Employer and Employee understand and agree that this Agreement constitutes the full and complete understanding between them with respect to Employee's release of claims, and that there are no other oral or written understandings, promises, or agreements other than those contained in this Agreement. No modification of this Agreement shall be valid unless it is in writing and is signed by the parties.

(D) Employee warrants, represents and agrees that Employee knows and understands the terms of this Agreement and the obligations and rights Employee is waiving and releasing under this Agreement, that Employee has had sufficient time to consider it before signing it; that Employee knows and understands the meaning and consequences of Employee's signature on this Agreement; and that Employee has been advised to consult with an attorney before executing this Agreement.

Counterparts. This Agreement may be executed in counterparts and signature pages may be transmitted by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Knowing and Voluntary Agreement. Employee agrees that Employee has carefully read and fully understands all aspects of this Agreement, including the fact that this Agreement releases any claims that Employee might have against Employer. Employee acknowledges that, in executing this Agreement, Employee does not rely upon any representations or statements by any representative of Employer concerning the subject matter of this Agreement, except as expressly set forth in the text of this Agreement. Finally, Employee enters into this Agreement without duress or coercion from any source.

Employer and Employee have executed this Agreement as of the dates indicated below.

1/24/2023
Dated: _____

Randall Webster

America Votes Workers Union
By: Randall Webster

1/27/2023
Dated: _____

Heidi Schloesser

America Votes
By: Heidi Schloesser