

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DEMOCRACY WORKS, INC.

AND

NEWS MEDIA GUILD, TNG-CWA-31222

January 1, 2025 to February 29, 2028

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EXHIBIT 1	DEMOCRACY WORKS SEPARATION AGREEMENT
EXHIBIT 2	MEMORANDUM OF UNDERSTANDING (2025 WAGE ADJUSTMENTS)

This Agreement is entered into effective on the 1st Day of January, 2025, by and between Democracy Works, Inc. a Massachusetts corporation hereinafter referred to as the “Employer,” and the NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWS GUILD -COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the “Guild” or “Union,” for itself and on behalf of all employees of Employer described in Article 1, for whom the Union is the exclusive collective bargaining agent.

ARTICLE 1 – RECOGNITION AND JURISDICTION

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit as described in Section 2, in respect to rates of pay, wages, hours of employment and/or other terms and conditions of employment.

Section 2. Bargaining Unit. The bargaining unit includes all full-time and regular part-time employees working in the Employer’s Communications & Marketing Department, Development & Fundraising Department, Program & Product Department, and Technology Department, excluding all other employees, including employees working in the Human Resources, Operations and Finance Departments, as well as managers, guards, and supervisors as defined by the National Labor Relations Act (“NLRA”).

Should the Employer create any future position(s) performing the kind of work normally or historically performed within the bargaining unit, but excluding managers, guards and supervisors as defined by the NLRA, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement.

Section 3. Subcontracting. For the purpose of preserving job opportunities for the employees covered by this Agreement, the Employer agrees that work currently assigned to and performed by the bargaining unit shall not be subcontracted if it would result in the layoff of any bargaining unit employees.

Section 4. Assignment of Work. The Employer may assign or reassign work currently being performed by the bargaining unit to its supervisors, managers, and/or non-bargaining unit employees provided that such assignment does not result in the layoff, demotion, or diminution of employment status of any bargaining unit employee (e.g., full-time to part-time) or a material reduction of hours over a prolonged period (e.g. 6 months) for any bargaining unit employee who is compensated on an hourly basis or the permanent elimination of a bargaining unit position. Nothing in this Agreement shall be construed as barring the Employer from discontinuing its operations or effecting changes in its operations or as barring non-bargaining unit employees from continuing to perform the work currently done by them as part of their normal functions.

- a. New technologies may be used by bargaining unit employees in compliance with the Employer’s standards and mission to serve voters. In cases where technological adoption leads to changes in bargaining unit job descriptions, the Employer shall meet with the Union and affected employee(s) to discuss the changes to the employee’s position, as well as relevant training regarding the

same. The Employer also will discuss future professional development opportunities for the impacted employee(s) upon request.

- b. To the extent the Employer's use of new technology results in the elimination of any bargaining unit position(s), the Employer will provide the affected employee(s) and the Union with at least sixty (60) days' advance notice of such position elimination, and the Employer will consult with the Union regarding other potential job opportunities for the affected employee(s) during the sixty (60) day notice period.

Section 6. Interim Roles. Except by mutual agreement, bargaining unit employees who are hired or promoted into supervisory roles shall remain in the bargaining unit until they spend a regular and substantial portion of their work time performing supervisory functions, unless they would be excluded from the unit for other reasons. Where an individual is newly hired by the Employer as a supervisor but, upon their employment start date, there is a delay in the commencement of supervisory functions that is expected to exceed eight (8) weeks, that individual will be temporarily in the bargaining unit during the delay period.

If a person in a supervisory role does not have a direct report for longer than three (3) months, Human Resources will notify the Union of the status of their position and eligibility (or ineligibility) to join the unit and will meet with the Union upon request, to review the analysis relating to the individual's eligibility to join the unit.

Bargaining unit employees may fill interim supervisory roles for a period of up to six (6) months. During the interim period, employees will remain in the bargaining unit. After the interim period ends, employees shall be promoted into a permanent supervisory role or return to the bargaining unit.

ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION

Section 1. Union Members in Good Standing. Where allowed by applicable state law, the Employer shall require as a condition of employment of each employee that the employee either be and remain a member of the Union in good standing no later than the 30th day following either (1) the date of the first Union 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 Union.

After thirty (30) days written notice to the Employer and the employee who is not meeting their financial obligation as required by this Article, such employee will be prohibited from working for the Employer until it is notified in writing by the Union that the employee has met their financial obligation.

Section 2. Deductions. Upon an employee's voluntary written assignment, Employer shall deduct each pay period from the semi-monthly earnings of such employee and pay to the Union twice monthly the amounts set forth in the Union's schedule of rates furnished to the Employer by the Union. Such schedule may be amended by the Union at any time, and the Employer shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following provision of notice to the Employer, provided that notice

is provided at least ten (10) days in advance of such payroll processing date. An employee's written assignment shall remain effective in accordance with the terms of such assignment. The Employer will accept electronic signatures on dues checkoff authorizations.

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

Assignment and Authorization to Deduct Guild Dues:

To Democracy Works:

I hereby assign to the News Media Guild, and authorize the Employer to deduct from any salary earned or to be earned by me as an employee, an amount equal to my monthly Guild initiation fees, dues, fair representation fees, and assessments as certified by the Treasurer of the Guild. Dues and fair representation fees shall be deducted in equal installments on a semi-monthly basis starting in the first payroll period in the month following the date of this assignment (14) I further authorize and request the Employer to remit the amount deducted to the News Media Guild not later than ten (10) days after the deduction.

This assignment and authorization shall remain in effect until revoked by me in writing by U.S. mail to both the Employer and the Guild on my birthday or the fourteen (14) following days or no more than (thirty) 30 days or less than fifteen (15) days prior to the expiration of each successive collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my Guild initiation fee and dues, assessments or fair share representation fee towards 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 heretofore given by me in relation to Guild initiation fees, dues or fair share representation fee and assessments.

Employee's signature _____

Date _____

Section 3. Indemnification, The Union agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Employer's implementation of this Article. If an incorrect deduction is made and submitted to the Union, the Union shall refund any such amount directly to the employee involved.

Section 4. Payroll Deductions for Communications Workers of America Political Action Fund. The Employer shall provide for payroll deductions for the CWA Political Action Fund ("PAF") on behalf of employees who authorize such deductions in writing.

ARTICLE 3 – LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union. The Committee will meet quarterly or by mutual agreement at a different frequency and shall consider and discuss issues of mutual concern to the Employer and the Union that are not covered in the grievance procedure. The Labor-Management Committee further will be used to facilitate attaining the goals of the Employer and enable employees to be more effective and productive in accomplishing its mission.

ARTICLE 4 – UNION RIGHTS

Section 1. Union Meetings. Subject to availability and upon reasonable request by the Union, the Employer, shall provide space on its premises and use of its communications technology for meetings of employees at mutually agreeable times during work hours.

Section 2. Conduct of Union Business by bargaining unit Employee Representatives: The Union shall designate up to five (5) employees to serve as bargaining unit representatives at any one time, and shall notify the Employer in writing as to which employees have been so designated. The Union may modify the list of designated representatives upon ten (10) business days advance written notice to the Employer. Upon request by the Union, unit employees designated as representatives shall be granted time off from work, without loss of pay, to conduct necessary Union business administering the Agreement and grievance handling and resolution (but not to engage in contract bargaining). The Union's request for leave will be submitted in advance in writing and leave requests shall be granted by the Employer except in the case of legitimate organizational necessity requiring the employee's attendance. No more than five (5) employees shall be entitled to such leave at any one time, and Union representatives shall be allotted no more than a combined total of fifteen (15) hours of paid leave for union business each quarter.

Section 3. Digital Communications Spaces.

- a. The parties agree that the Slack #general channel is to be reserved for business-related organizational announcements, and not for announcements for on or behalf of third-parties. Accordingly, the #general channel should not be used by employees for posting on behalf of the Union, religious organizations, political organizations or any other third party.
- b. To facilitate information sharing by the bargaining unit relating to the Union and its activities, the Employer agrees to establish a designated Slack channel to be used by the Union to post information concerning Union activities, which shall be called "#union." Employees shall not be required to join the "#union" channel but any employee may elect to opt into it. When the Union posts material on the designated Union channel, it may notify employees of the posting by posting a notice in the #general channel stating: "For those who are interested, there is a new post in #union." The posting may include a hyperlink to the new post in #union but previews of the post must be disabled. The

Union agrees that the designated #union channel shall be the only Slack channel where the Union will post announcements relating to Union-related activities.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union expressly recognizes that, except as abridged, delegated or modified by the specific terms of this Agreement, the Employer retains the exclusive right to, responsibility for, and authority over the management of its operations and direction of its work force, including but not limited to, the exclusive rights to: hire, promote, train, discipline and/or discharge employees for just cause; determine the size and composition of the workforce; create new positions and determine the qualifications associated with new positions; make such operating changes as the Employer deems necessary by it for the efficient and economical operation of its business; maintain discipline and efficiency; determine the allocation and assignment of work to employees; determine the amount of overtime to be worked; determine the location of its operations, including the establishment of new locations or departments, divisions, or subdivisions thereof; determine the type of work to be performed, the schedules of work within work periods, and the methods, processes, and means of performing the work; alter, combine, or eliminate any job, operation, service, or department; discontinue processes or operations in whole or in part; transfer, merge or discontinue the business or any phase thereof; and continue, promulgate, amend, and enforce reasonable work rules and rules of conduct, including but limited to, those found in the Democracy Works Employee Handbook.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Employees shall not be subject to discipline or discharge without just cause. The Union and the employee shall be notified in writing in advance of each employment termination and the reason(s) therefore.

Section 2. Progressive Discipline. Discipline shall be applied progressively by Employer except in the case of gross misconduct and shall be applied within fifteen (15) working days of the event(s) or the discovery of the event(s) giving rise to the discipline. Except in the case of gross misconduct, all discipline for misconduct will be progressively applied using the following steps:

- **Step 1. Informal Verbal Warning.** If the Employer identifies a concern with an employee's conduct or behavior, the Employer will notify the employee of the concern and will seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the concerning conduct or behavior will not recur). If the concern is not resolved, progressive discipline will be administered as follows:
- **Step 2. Written Warning.** The Employer will issue a clear and explicit written warning via email.
- **Step 3. Discipline.** Up to a One-Week Suspension or Termination. If the employee fails to correct the concerning behavior or engages in additional inappropriate conduct or behavior following the employee's receipt of the disciplinary warnings referenced above, the employee *may* be suspended without pay up to one week or terminated without

additional procedures, provided the employee and the Union shall receive written notification of the basis for the discipline.

Section 3. Performance Issues. Unsatisfactory performance or deficiencies in the employee's work or other performance-related problems or issues shall be applied as follows:

- **Step 1. Verbal or Written Warning.** If an employee's job performance is unsatisfactory or in the event of other performance problems, the employee will be issued a verbal or written warning specifying the performance deficiencies or problems and a warning that the employee may be subject to further disciplinary action if the unsatisfactory performance persists.
- **Step 2. Need for Improvement.** Where an employee's work continues to be unsatisfactory or the Employer identifies other performance-related deficiencies or problems after an initial verbal or written warning, the employee shall be given a written Performance Improvement Plan (PIP) notifying the employee of such deficiencies or problems. The PIP shall be presented during a formal meeting with the employee, which shall be scheduled at least 2 business days in advance. The PIP will (1) outline how the employee failed to meet the Employer's standards or requirements, (2) specify clear and reasonable goals, and (3) provide a reasonable time frame of at least two months and not to exceed four months within which the employee must achieve satisfactory performance. If needed, the employee will be given two (2) business days following the presentation of the PIP in which to confer with the individual(s) who presented the PIP about any questions or concerns the employee might have regarding the PIP. The employee shall have at least one formal progress update with their manager approximately halfway through the period and receive written feedback to understand progress toward PIP goals, and how they can improve if they are not on track to complete the goals. If the employee fails to achieve satisfactory performance at the conclusion of the time frame set forth in the PIP, the Employer may terminate the employee immediately for cause, providing written notification of the reasons for termination, or the Employer may extend the PIP for one additional period not to exceed three months. The Employer shall not be required to give any employee more than one PIP within any two (2) year period.

Section 4. Notification to the Employee and the Union. The Union and the employee shall be promptly notified by email of all written discipline and the reason(s) therefore.

Section 5. Records of Discipline Any documents related to written warnings, including performance improvement plans, shall not be taken into consideration for purposes of progressive discipline one (1) year after issuance if the issue is rectified, except (a) no employee shall be entitled to a PIP more than once in any two (2) year period ; and (b) prior discipline may be used to demonstrate that the employee was aware of the Employer's requirements or standards of conduct at the time of a disciplinary infraction.

Rectification of issues shall be confirmed in writing by the employee's supervisor and such notice of rectification shall be placed in the employee's personnel file.

Decisions regarding promotions and merit pay shall not take into consideration discipline that has been rectified more than twelve (12) months prior.

ARTICLE 7 - REDUCTION IN FORCE

Section 1. Notice. The Employer shall provide the Union with thirty (30) days advance notice of any layoff (the “notice period”), or if faced with clearly demonstrated financial exigency, as soon as possible in advance. During the notice period prior to any layoff, the Employer and Union will meet to discuss the rationale for the reduction in force, the impacted employees and possible alternatives to the layoffs proposed. No employee will be retaliated against or otherwise penalized for being willing to be included in the Union’s proposed alternative(s). The Employer will give serious consideration to all alternatives that reduce the negative financial consequences to employees, and employees who are included in any reduction in force alternative(s) shall be subject to Section 2 below.

Section 2. Implementation. At the end of the notice period, should the Employer deem it appropriate to proceed with a reduction in force, the Employer shall have the discretion to determine which employees to lay off based on business needs, as well as the discussion with the Union during the notice period. Upon request, a laid off employee shall be provided with a letter making clear that they were laid off for economic or other business reasons and not performance issues. Laid off employees shall remain on a recall list as described in Article 8. The Employer shall not rehire for any role that was eliminated due to a layoff within twelve (12) months of the elimination of the role, before offering to recall laid off employees to a position they have held with the Employer within two (2) years prior to their layoff. If multiple employees in the Employer’s judgment are equally qualified for an open position, the employee with the greatest seniority shall have priority.

ARTICLE 8 – RECALL LIST

Section 1. Placement on Recall List. Laid off employees shall be placed on a recall list for up to six months. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall.

Section 2. Notice. Upon a job vacancy, the Employer shall send a notice by certified mail and email to the last known address and email address of all persons on the recall list who within two years of their layoff occupied the position that is the subject of the job vacancy. A copy of the email notice shall also be sent simultaneously to the Union. If, within ten (10) business days of the date of the mailing, an employee fails to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, the Employer shall fill the vacancy from among those replies requesting employment in order of seniority. Employees who accept recall to a position that is different than the position they held at the time of their layoff shall be reinstated at the salary set forth in the vacancy announcement. Employees recalled to the same position from which they were laid off will be reinstated at a salary no less than their prior salary. Time spent on a recall list shall not constitute a break in continuity of service.

ARTICLE 9 – SEVERANCE PAY

Section 1. Severance After Termination. Upon termination of employment as part of a layoff, an employee shall receive cash severance pay in a lump sum equal to two weeks' pay for every year of service or fraction thereof, such pay to be computed at the weekly compensation received by the employee immediately prior to the employee's layoff. In addition, medical insurance shall be provided by the Employer for a period of one (1) month on the same basis as was provided to the employee immediately prior to the employee's layoff.

Section 2. Laptops. Employees that have been employed by Employer for three (3) years or more are entitled to keep their work-issued laptop if it is three (3) or more years old. Employees that have been employed by Employer less than three (3) years or have received their laptop within three years of their termination date will have the option to purchase their work-issued laptop for its fair market value. All laptops must be wiped clean of the Employer's confidential information before being retained permanently under this Section. All shipping and other costs related to the return of computers will be borne by the Employer. Employees' receipt of severance and/or the option to retain their laptops is conditioned upon the Employees' execution of a standard release of claims in a form consistent with the separation and release agreement attached as Exhibit 1 hereto.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement, except as explicitly excluded from this Article. Except for grievances involving purely clerical pay discrepancies, any grievance must be filed with the Employer, in writing, by an affected employee ("grievant") or by the Union on behalf of the grievant, within twenty (20) business days after the event or circumstance giving rise to the grievance ("occurrence") or within twenty (20) business days after the grievant or Union becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance, other than one involving a clerical pay discrepancy, filed beyond this time deadline is conclusively barred.

Section 2. Procedure. The procedure for resolution of grievances is as follows:

Step One:

In an effort to resolve the dispute at an early stage, a meeting will be held between the Union (by its steward or other representative), the grievant and the Employer's representative within 15 business days of receipt of the written grievance.

Step Two:

If the dispute is not resolved at Step One, the Union may advance the grievance to Step Two by written notice to the Employer within ten (10) business days after the Step One meeting. If the Union's notice requests a Step Two meeting, the Employer and the Union will meet within ten (10) business days of the request. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Union within fifteen (15) business days of the Step Two meeting (or, if no Step Two meeting was requested, within fifteen (15) business days after receiving the Union's Step Two notice). In the

event a written Step Two response from the Employer is not received by the applicable deadline, the grievance shall automatically be deemed denied in writing as of that date.

Section 3. Notice to Arbitrate. Any timely grievance involving the interpretation, application, administration or alleged violation of the terms of this Agreement (but excluding renewal or extension of the Agreement) that is not satisfactorily settled at Step Two may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within twenty (20) business days of the Step Two response (or in the event of an automatic denial by lack of timely response, within twenty (20) business days of the deadline for the Employer's Step Two response). A Notice to Arbitrate filed beyond this time deadline is conclusively barred.

Section 4. Arbitration. Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach an agreement, (b) jointly request that the American Arbitration Association provide a panel of seven (7) arbitrators from which the arbitrator shall be selected as follows: absent the parties' mutual agreement on one of the listed arbitrators, the parties will alternate (beginning with the party who noticed arbitration) striking names from the list until one name remains, and that person shall be the Arbitrator for the case. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding. The costs of such arbitration 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 its express consent (though a party that elects not to pay its pro rata share of the cost of any transcript ordered shall not be entitled to receive a copy of said transcript).

Section 5. The time limits set forth in this Article may be extended upon mutual agreement of the Union and Employer in writing.

ARTICLE 11 – SENIORITY

Section 1. Definition. An employee's seniority date shall be the employee's first day of work with the Employer, with a program directly managed by the Employer as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall only retain their original seniority date while continuously employed by the Employer. For purposes of this Article, employees shall be deemed continuously employed by the Employer while on an approved leave of absence from the Employer for a period not to exceed six (6) months and while employed by the Employer in a non-unit position.

Section 2. Returning Employees. Former employees who return to employment with the Employer in a unit position will be deemed new hires unless their return falls within three (3) months of the date of their departure or they are recalled from the recall list in accordance with Article 8, Section 2. Employees returning to a unit position within three (3) months of their departure date or returning from the recall list will be treated as being continuously employed for purposes of seniority.

Section 3. Fellow and Intern Seniority. An employee who formerly worked for at least two (2) consecutive months as a full-time fellow or intern by the Employer shall have their time

working as a fellow or intern be included by the Employer in calculating their seniority date (ex. a fellow who worked full-time for at least two (2) months who then starts employment with the Employer on September 1, 2020, shall have their seniority date considered to be July 1, 2020).

ARTICLE 12 – WAGES

Section 1. Initial Salary Levels. In determining an employee's initial salary level, the Employer may take into consideration, at a minimum, the following factors:

- pay of office staff with similar responsibilities;
- pay for a comparable position at comparable organizations;
- quality and productivity of previous experience doing the same job with other employers;
- quality and productivity of previous experience doing jobs that are not directly comparable but have led to the development of skills important for the current job;
- degree directly relevant;
- range of responsibilities within the position.

Section 2. Minimum Starting Salaries: Employees hired into the bargaining unit or promoted to a new position within the bargaining unit shall receive no less than the minimum salary listed below.

Position	Minimum Starting Salary (Region 1)	Minimum Starting Salary (Region 2)	Minimum Starting Salary (Region 3)
Creative Designer	\$58,500	\$61,750	\$65,000
Data Associate	\$58,500	\$61,750	\$65,000
Development Associate	\$58,500	\$61,750	\$65,000
Development Manager	\$71,000	\$74,944	\$78,889
Election Data & Research Manager	\$71,000	\$74,944	\$78,889
Government Affairs Manager	\$71,000	\$74,944	\$78,889
Junior Software Engineer	\$80,000	\$84,445	\$88,889

Metrics & Evaluation Manager	\$71,000	\$74,944	\$78,889
Outreach Associate	\$58,500	\$61,750	\$65,000
Outreach Manager	\$71,000	\$74,944	\$78,889
Partnership Development Manager	\$71,000	\$74,944	\$78,889
Product Designer III	\$85,000	\$89,722	\$94,444
Product Manager II	\$71,000	\$74,944	\$78,889
Program Associate, Voter Engagement	\$24/hour	\$25.33/hour	\$26.67/hour
Research Associate	\$24/hour	\$25.33/hour	\$26.67/hour
Senior Partnerships Associate	\$58,500	\$61,750	\$65,000
Senior Research Associate	\$58,500	\$61,750	\$65,000
Senior Research & Translation Associate	\$58,500	\$61,750	\$65,000
Senior Software Engineer	\$118,000	\$124,555	\$131,111
Senior Software Engineer- Data	\$118,000	\$124,555	\$131,111
Software Engineer	\$95,000	\$100,278	\$105,556
Technical Writer	\$58,500	\$61,750	\$65,000
User Support & Research Associate	\$18.00/hour	\$19.00/hour	\$20.00/hour
User Support Program Manager	\$71,000	\$74,944	\$78,889
Senior Data Associate	\$71,000	\$74,944	\$78,889

Section 3. Regional Salary variations. The Employer will review data from the Council for Economic Research on the comparability of cost of living between major metropolitan areas

in the United States at least once per year to determine which cities will be included in each category. The updated list of cities will be shared internally by email or slack with all employees upon annual completion of the review. Employees located in cities that have a significantly higher cost of living than the average cost of living in the United States will be classified as region 2 or region 3. Cities that score between 130 and 169 are categorized as region 2 and cities that score 170 or greater are categorized as region 3. Scores will be rounded to the nearest whole number. Employees residing in regions 2 will be compensated at pay rates 5.55% higher than employees residing in region 1; and employees residing in region 3 will be compensated at pay rates 11.11% higher than employees residing in region 1 to offset the higher cost of living in those regions. New York City shall be categorized based on the borough with the highest score.

If an employee relocates to a different region, their salary will be adjusted consistent with the relative cost of living in the new region. The Employer may, but is not obliged, to reduce the salary relative to the cost of living in the event the cost of living is lower in the new region. Employees must inform HR if they are planning on moving to a new location at least thirty (30) days prior to the planned move. Upon relocation, employees must verify new address information with HR and the Employer's PEO to ensure personnel and tax records are accurate.

Section 4. Salary Increases.*

- a. Annual Adjustment: Effective January 1, 2026, eligible employees shall receive annually a \$1,000 salary adjustment. The annual adjustment will be effective January 1st.
 1. Eligibility: Employees whose start date at Democracy Works occurs prior to September 30th are eligible for a guaranteed Annual Adjustment on the January 1 following their start date. Employees whose start date at Democracy Works is from October 1st through December 31st or who were promoted between October 1st and December 31st are not eligible for the Annual Adjustment for the upcoming year.
- b. Additional Adjustment: When the unaudited Statement of Activities indicates that Democracy Works will close the prior Fiscal Year with a net operating surplus, the Employer shall provide an additional adjustment to employees as detailed in the table below.

Surplus	Additional Adjustment
\$300,000 to \$399,999	\$500
\$400,000 to \$499,999	\$1,500
\$500,000 or greater	\$2,000

1. Eligibility: Employees who were hired or promoted prior to July 1st of the previous calendar year are eligible for the Additional Adjustment to their salary. Employees whose start date at Democracy Works is from July 1st through December 31st or who were promoted between July 1st and December 31st are not eligible for the Additional Adjustment for the upcoming year.
- c. Merit Increases: From time to time, the Employer may grant additional salary increases to employees on the basis of merit. The Employer has full discretion to reward employees merit-based raises. Merit raises granted pursuant to this section shall not be subject to the Grievance and Arbitration procedures laid out in Article 10.

Section 5. Payment. Payment of salary shall continue to be made in installments payable in accordance with the Employer's customary payroll practices and applicable law, and subject to compliance with Employer's payroll provider.

*The parties have negotiated salary adjustments for January 1, 2025 pursuant to a separate Memorandum of Understanding ("MOU") between the parties, which is attached as Exhibit 2 hereto, and which shall become effective upon the ratification of this Agreement as specified in the MOU.

ARTICLE 13 – NO STRIKE/NO LOCKOUT

Section 1. Prohibition. There shall be no strikes of any kind (including sympathy strikes), walkouts, slowdowns, work stoppages or other interference with or interruption of the Employer's operations on the part of the Union or any Union official, officer or member nor any lockout on the part of the Employer during the term of this Agreement.

Section 2. Unauthorized Action. If a strike, lockout, walkout, slowdown, work stoppage or other interference with, or interruption of, work in violation of Section 1 above, occurs, then in further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until notice of such occurrence has been brought to the attention of the other party and such other party within twenty-four (24) hours after receipt of notice of such (i) fails to investigate immediately whether a strike, lockout, walkout, slowdown, work stoppage or other interference with, or interruption of, work exists and thereafter (ii) fails to reestablish immediately full compliance with the above paragraph. The Union specifically agrees that it will, in good faith, use every reasonable effort to terminate any unauthorized strike, walkout, slowdown, work stoppage or other interference or interruption of work.

ARTICLE 14 – HOURS AND OVERTIME

Section 1. Work Hours. Employer's regular operating hours are currently 10 am - 6 pm ET, but may be modified at the Employer's discretion to accommodate business needs. Employees may arrange any temporary or permanent alternate work schedule with their

supervisor's approval that is commensurate with the hours required for their position (full time or part time), including any adjustments that may be necessary to account for employees working from different time zones. Alternate work schedules shall be noted on the employee's work calendar. Full-time employees shall mark any planned absences or unavailability during these hours on their work calendar.

Section 2. Overtime. The Employer may require non-exempt employees to work overtime to meet operational needs. An employee who believes that overtime work will be needed shall provide as much advance notice as reasonably practicable so the Employer can decide whether to authorize the work.

If authorized to work overtime, non-exempt employees will be compensated at one and one-half (1.5) times their regular rate of pay normal compensation for time worked that exceeds forty (40) hours in a given work week, unless there is an applicable, more generous state-specific requirement where the Employee works. Subject to applicable law, if a non-exempt employee works more than 8 hours in a day, but not more than forty (40) hours in total in the same work week, the employee will not be entitled to overtime pay.

Section 3. Work During Pre-Approved PTO. If an employee is required to work during a period when they had been granted approved paid time off, the employee's PTO allotment will be credited with time matching 100% of the PTO time worked.

Section 4. Transition from Full-time to Part-Time. Employees may request a transition from Full-time to Part-time if capacity permits, to be approved by their supervisor, in consultation with Human Resources, at the supervisor's discretion. The schedule will be reviewed periodically to determine whether the Part-time schedule continues to meet organizational capacity needs. A request to transition from full-time to part-time will not be unreasonably denied.

ARTICLE 15 – TIME OFF

Section 1. Paid Time Off. Full-time employees shall accrue up to five (5) weeks (25 workdays) of paid time off ("PTO") per calendar year, which can be used for vacation, sick leave or personal leave. PTO will accrue on an on-going basis at the rate of 1.04 days per semi-monthly period of employment. Part-time employees also will accrue PTO, but on a pro-rated basis depending on their specific schedule.

New employees will accrue PTO beginning on their first day of employment. Newly hired employees shall not be permitted to use accrued PTO until after successfully completing their 90-day probationary period, with the exception that newly hired employees may use or borrow up to five (5) days of PTO prior to completion of the 90-day probationary period for their own illness or as otherwise required by applicable law.

No employee with an annual PTO amount greater than this schedule provides shall have that amount reduced as a result of the execution of this Agreement.

Section 2. Usage. Exempt employees shall take accrued PTO in half-day or full-day increments. Non-exempt employees may take accrued PTO in single hour increments.

Employees should provide the Employer with as much advance notice as possible before taking PTO, particularly in situations where the need for PTO is reasonably foreseeable. As noted above, PTO can be used for vacation, sick leave or personal leave. Some examples of reasons (other than vacation) for which employees may need and will be permitted to use PTO are set forth below. The Employer will not retaliate against any employee who requires or uses PTO for any of these reasons.

Reasons for taking PTO are not limited to the list below.

- An absence resulting from a physical or mental illness, injury, or medical condition of the employee;
- An absence resulting from obtaining professional medical diagnosis or care, or preventive medical care, for the employee;
- An absence for the purpose of caring for a child, a parent, a spouse, domestic partner, or any other close family member who has any of the conditions or needs for diagnosis or care;
- An absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse; provided, that the absence is directly related to social or legal services pertaining to the stalking, domestic violence, or sexual abuse, to:
 - Seek medical attention for the employee or the employee's family member to recover from physical or psychological injury or disability caused by violence or sexual abuse;
 - Obtain services from a victim services organization;
 - Obtain psychological or other counseling;
 - Temporarily or permanently relocate;
 - Take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence or sexual abuse; or
 - Take other actions to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or to enhance the safety of those who associate or work with the employees.
- An absence to participate in preparations for criminal proceedings or to attend criminal proceedings if their attendance is reasonably necessary to protect crime victims.

Subject to applicable law, employees may carry over fifty percent (50%) of any accrued and unused hours of PTO into the next year at the full rate of pay. New employees hired on or

after October 1st of the year may carry over one hundred percent (100%) of any accrued and unused hours of PTO as their probationary period did not permit them to use it.

The Employer shall pay each employee the value of any accrued but unused PTO upon termination of the employee's employment.

Section 3. PTO Requests. The Employer shall make every reasonable effort to accommodate employee PTO requests. All PTO requests made at least four (4) weeks in advance of the start date of requested time off will be approved, subject to the business needs of the Employer. In the event that multiple employees have overlapping PTO requests and granting that time off would significantly disrupt business operations, Employees shall work with their supervisor(s) to establish a mutually agreed-upon solution.

Section 4. Borrowing PTO. Employees are allowed to borrow against PTO they will accrue, up to a maximum of five (5) full days of paid leave. Employees who terminate their employment with a negative PTO balance will be required to reimburse the Employer for the value of any used but unaccrued PTO.

Section 5. Paid Floating Holidays. Each January 1, full-time employees are entitled to twelve (12) paid floating holidays per calendar year (January 1 through December 31) to be used on dates of the employee's choosing within the calendar year. Employees starting after January 1 will receive a prorated amount of paid floating holidays based on the month of their start date.

Paid floating holidays shall be taken in half or full-day increments. Employees shall provide the Employer with at least five (5) business days advance notice of request to take paid floating holidays. Subject to applicable law, unused floating holidays will not carry over into the next calendar year and subject to applicable law, unused paid floating holidays will not be paid upon termination of employment.

Employees who are within their probationary period may use floating holidays to celebrate holidays and/or days of special meaning.

Section 6. No Waiver of Statutory Right. Nothing in this Article shall constitute a waiver of any right to benefits as provided under federal, state, or local statute, and if in any case the benefits required by law are superior to those specified in this Agreement, the provisions of the applicable statute shall prevail.

ARTICLE 16 - PROBATIONARY PERIOD

All new employees shall serve a 90-day probationary period that shall commence on the employee's first day of work. Notwithstanding the foregoing, new hires who have served as a fellow or intern with the Employer, for a minimum of ninety (90) days, with their last day of service in such capacity having occurred within six (6) months of their employment offer letter, shall have their probationary period reduced to sixty (60) days. The Employer may extend an employee's probationary period once, for an additional period of sixty (60) days, with notice to the Union. In the event the Employer extends a probationary period, the Employer shall provide the employee with feedback in writing, prior to the commencement of the 60-day extension, regarding the specific areas where improvement is necessary. Failure to provide such feedback

shall not be grievable. Further, the Employer shall have the unlimited right to discipline or discharge probationary employees during their probationary period, and any such discipline or discharge shall not be subject to the grievance and arbitration provisions set forth in this Agreement.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Union Leaves. If an employee is elected or appointed to a full-time position in The Newspaper Guild-CWA or AFL-CIO, or local of The Newspaper Guild-CWA such employee, upon the employee's request, shall be given an unpaid leave of absence of up to one (1) year upon at least thirty (30) days advance notice of the start of the leave. At the conclusion of such Union leave, the employee shall be reinstated to the same position they occupied at the time the employee took the Union leave or to a comparable position if there is an available vacancy. If no such vacancy exists, the employee shall be placed on the recall list for a period of up to three (3) months.

Section 2. Bereavement Leave. Employees are entitled to three (3) paid regular working days for leave taken on account of the death of a close family member. A close family member is defined as a spouse/domestic partner, children, parents, siblings, grandparents, grandchildren, second-degree relatives (e.g. aunt, uncle, sibling, nibling), cousins, or chosen family.

An additional period of unpaid bereavement leave, up to five (5) days, may be requested, and shall not be unreasonably denied, if an employee needs additional leave to account for special circumstances, including but not limited to the need for international travel, extended domestic travel, delays caused by a global pandemic, or natural disaster, etc. If the employee needs bereavement leave beyond the scope of this benefit they may consult Human Resources about further unpaid leave or other options.

The above benefits apply per loss, not to be capped, and do not carry over from year to year or otherwise accumulate if it is not used.

Section 3. Voting. Employees who are eligible voters shall receive paid leave to vote on Election Day, or during the early voting period for their location, sufficient to vote, or as provided by any applicable state or local law. Employees should inform their supervisor in advance of their need to take time off to vote.

Section 4. Jury Duty. Employees who receive a jury summons must give reasonable notice of the summons to the Employer. Employees shall coordinate Jury Duty Leave with their manager but shall not be required to allocate time from their PTO or Floating Holiday balance. Subject to applicable state law, full time Employees will be compensated by the Employer at their regular wage rate for the first five (5) days of jury duty.

Section 5. School Activities Leave. Employees who are parents, domestic partners of parents, or guardians of school children from preschool through high school shall be allowed to take up to twenty-four (24) hours of paid time off per calendar year to visit or volunteer at their child's school or attend a school event. Employees should coordinate School Activities Leave with their manager but shall not be required to allocate time from their PTO or Floating Holiday balance.

Section 6. Donor Leave. The Employer will allow employees to take up to ninety (90) days of unpaid leave to serve as organ or bone marrow donors.

Section 7. Emergency Response Leave. Employees who are volunteer firefighters, EMTs, paramedics, ambulance drivers or attendants, first responders, or volunteers of local emergency services and disaster agencies, auxiliary police officers and auxiliary sheriff's deputies may be eligible for unpaid emergency response leave to perform emergency duties. Employees must make a reasonable effort to notify Employer about the need for such leave, including up to fourteen (14) days of unpaid leave per year to attend training.

Section 8 Military Leave. Employees shall be granted military leave to all active or reserve military personnel or civil air patrol in accordance with all applicable federal and state requirements.

Section 9. Caregiver Leave. Employees are entitled to five (5) unpaid regular working days to address caregiving responsibilities for a close family member(s). A close family member is defined as a spouse/domestic partner, children, parents, siblings, grandparents, grandchildren, second-degree relatives (e.g. aunt, uncle, sibling, sibling), cousins, or chosen family. Caregiver leave does not need to be continuous. The benefit does not carry over from year to year or otherwise accumulate if it is not used.

Section 10. Unpaid Leave. Full-time employees who have worked for the Employer for a minimum of three (3) months can request unpaid leave. Requests must be approved by the employee's supervisor in consultation with Human Resources.

Section 11. Leave Balances. Employer shall provide paid time off accrual and balance information, up to date through the previous pay period, through ADP or its chosen paid leave management portal.

ARTICLE 18 – PARENTAL LEAVE

Section 1. Eligibility. Subject to federal, state and/or local requirements which may differ, employees who have worked for the Employer for at least ninety (90) days will be entitled to take parental leave as set forth below. For potential new employees, Employer will provide parental leave policy information when an offer is extended.

Section 2. Paid Parental Leave Amount. Full-time employees who are new parents shall receive up to twelve (12) weeks of paid leave, which can be used at any time during the period beginning one month before the due date through the twelve months (12) after the birth or adoption of a child, at the employee's discretion. Part-time employees will receive paid parental leave at a prorated rate in proportion to their regular schedule (e.g., a part-time employee who is scheduled to work twenty (20) hours a week will receive twenty (20) hours of paid parental leave per week for up to twelve (12) weeks). Employees will not experience a reduction in parental leave due to federal, state, and/or local requirements.

Section 3. Scheduling Parental Leave. Parental leave can be used at one time or to develop an appropriate part-time schedule. Employees may combine this parental leave with

PTO, Paid Floating Holidays, and other unpaid leave for which short-term disability benefits are available, if applicable.

Section 4. Notification of Parental Leave. Except in an emergency, employees must notify their manager and the Human Resources team at least three (3) months prior to the expected leave and work with their manager to ensure appropriate coverage by the employee's team during the absence.

ARTICLE 19 – BENEFITS

Section 1. Health Benefits. The Employer will continue to offer Union-represented employees the same medical, dental, and vision plans options that the Employer offers to its non-Union employees, subject to the terms of the plan applicable documents. The Employer will use its best efforts to maintain the same copays, deductible, quality and level of coverage in these respective plans. The Employer will provide the Union with advance notice of any changes that will decrease the quality or level of coverage provided, or increase copays, deductibles, or premiums and will provide the Union with the opportunity to discuss such pending changes, upon request, before such changes are implemented.

Section 2. Retirement Benefits.

a. Subject to the plan's rules of eligibility, all eligible bargaining unit employees will be automatically enrolled in a 403(b) retirement savings plan. The provisions of the Employer's 403(b) plan, including those related to administration, IRS and plan limits, non-discrimination testing and investment options, will be the same for Union-represented employees as those offered to other eligible non-Union employees, as they may change from time to time, subject to the specific terms set forth in subject (b) below

b. Subject to the plan's rules and availability of fund options, all contributions by both the employee and employer will be 100% vested at the time of contribution, and the 403(b) plan will:

- Include a socially responsible fund option;
- Allow each employee to divide the employee's account among different investment options;
- Permit the employee to borrow from the employee's account to the maximum extent permitted by law;
- Permit the employee to receive the full amount in the employee's account in a lump sum upon retirement or termination, subject to applicable tax withholdings, or to roll over the account into another plan or an IRA to the extent permitted by law.

The Employer will hold group information sessions once a year about the 403(b) plan. The sessions will include (but will not necessarily be limited to) a discussion about the plans and 403(b) investment options. The timing of the information sessions will be at the Employer's discretion.

Section 3. Flexible Spending Accounts, The Employer shall make available to Union employees the same coverage for the Dependent Health Care and Dependent Care Flexible Spending Accounts, as it may change from time to time, including the same terms and conditions, plan design, and administration, as it offers to non-bargaining unit employees.

Section 4. Employee Assistance Program. The Employer provides employees access to EAP services. It provides confidential counseling to full-time and part-time employees and household members to confidentially discuss their situations and help find resources and information on issues including: mental health and well-being, personal and professional relationships, family life, and daily stress. The service is available 24 hours a day, 7 days a week.

Section 5. Commuter benefits. The Employer provides full-time employees with a pre-tax deduction for commuter expenses (i.e. subway, metro, bus, ferry transportation or parking). At this time, this benefit is available only to areas with a mass transit system. The Employer shall make available to employees the same commuter benefits, on the terms, as it offers to non-bargaining unit employees, as they may change from time to time.

Section 6. Wifi Reimbursement and Co-working Space, The Employer will reimburse up to \$100 per month in internet expenses for full-time employees who do not use a coworking space or a dedicated desk at the Brooklyn office. In lieu of an internet stipend, Employees who work outside of the five boroughs of New York City may request a stipend of up to \$300.00 per month for a coworking space.

Section 7. Office Support Funds. In their first paycheck, Employees will receive \$250 for the purchase of home office equipment.

Section 8. Office Supply Funds. In their first paycheck, Employees will receive \$50 for the purchase of basic home office supplies. Thereafter, office supply funds will be delivered annually in the first paycheck in January of each year, with the exception that employees who begin work between October 1 and December 31, will begin to receive the annual \$50 payment starting the second January after hire.

Section 9 Daily Travel Allowance. Employees traveling on business directed by the Employer will be reimbursed up to \$50 to cover food, intracity travel and non-alcoholic beverages each day. This allowance excludes travel to and from the airport, which is reimbursed by the employer separately through receipts submitted via Expensify. Employees must submit an Expensify report with receipts of purchases made to be processed by the Employer's regular business methods.

ARTICLE 20 – LIFE INSURANCE, DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

The Employer will continue to offer Union-represented employees the same Life Insurance, Disability and Accidental Death & Dismemberment under the same terms and plan options that the Employer offers to its non-Union employees, subject to the terms of the applicable plan documents, as may be amended from time to time. The current level of benefits as of the date of ratification of this Agreement shall not be reduced during the term of this Agreement without first bargaining with the Union.

ARTICLE 21 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. Discrimination is prohibited at the Employer. Both the Employer and the Union are committed to building a workplace free from unlawful discrimination or harassment. Neither the Employer nor the Union shall unlawfully discriminate against any employee in hiring, promotion, wages, termination, or other terms and conditions of employment because of such employee's race, ethnicity, religion, color, sex, gender (including gender expression and identity), sexual orientation, age, national origin, citizenship, physical or mental disability, pregnancy, veteran status, political affiliation, lawful union activity, marital status, caregiver status, socioeconomic status, or any other basis prohibited by federal, state or local law or based on the employee's protected activity under applicable anti-discrimination statutes.

Section 2. Promoting a Safe and Inclusive Workplace. The Employer will not tolerate discrimination, harassment, abuse of authority, or bullying of employees. Furthermore, the Employer prohibits retaliation against any person who, in good faith, reports a possible violation of the Employer's Policy and Procedures Regarding *Prohibition against harassment and discrimination, Sexual Harassment defined, Anti-bullying Policy, and Anti-Retaliation Policy*, or participates in an investigation into such behavior. Reporting discrimination, harassment, abuse of authority, or bullying is not an act of discrimination, harassment, or bullying.

Discrimination or harassment can range from extreme behaviors, including violence, threats, race-based harassment, or physical touching, to less obvious acts like ridiculing, teasing, 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 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 or Slack; 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:

- It has the purpose or effect of unreasonably interfering with an individual's work performance; and/or
- It creates an intimidating, hostile, unwelcoming, or offensive working environment; and/or
- 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, interns, volunteers, and vendors of the Employer including where the harassment is committed by the third parties who Employer employees encounter on the job, such as members, donors, consultants, or

vendors. This policy applies while an employee is working or participating in a work assignment, at work-related or sponsored functions, and while traveling on work-related business, whether on or off Employer premises. All employees must be expected to abide by the policy with respect to their own conduct, whether interacting with the Employer's employees or others.

Section 3. Addressing Unwelcome Conduct. Anything alleged to be harassment must be reported in accordance with procedures outlined in *Prohibition against harassment and discrimination*, *Sexual Harassment defined*, *Anti-bullying Policy*, and *Anti-Retaliation Policy*. The Employer will notify the Union within fifteen (15) days of any claim that has been filed with Human Resources alleging that a bargaining unit member has been accused of, or has been a victim of, unlawful harassment in violation of the Employer's policy.

The Employer recognizes that not all unwelcome conduct may rise to the level of harassment. Accordingly, an employee experiencing unwelcome conduct can:

- File a tracking report anonymously online via EthicsPoint, or whatever online reporting tool is used by the Employer, with the Human Resources Department, or with the Union without requesting that the Employer undertake any additional disciplinary steps so that the Employer can track the manner and frequency of improper and/or unwelcome behaviors;
- Seek external counseling to meet individual needs through the Employer's wellness programs.

Section 4. Recruiting and Retaining Staff in Protected Classes. Protected Classes is defined as the classes deemed protected by New York state. The Employer is committed to non-discriminatory and diversity-promoting hiring practices and policies. Toward that goal:

- The Employer will continue to seek a diverse pool of applicants and will actively recruit women, Black, Indigenous and persons of color, people with disabilities and members of other groups historically underrepresented, striving to ensure pools are reflective of the diversity of the nation. This may include but is not limited to building recruitment partnerships with organizations that have a target audience of groups historically underrepresented in technology.
- The Employer will continue to hire employees without regard to age, gender, gender identity, gender expression, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional orientation, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated, or any other legally protected status. The Employer's hiring standards will remain consistent with those required to perform the job now and in the future.

The Employer will endeavor to provide opportunities to new and existing employees such as Affinity Groups, specific training opportunities centered on building racial justice and equity competencies, and other events. New staff orientation shall include a session focused on the history of race and voter suppression.

The Employer is committed to providing support to assist all individuals in Protected Classes access to leadership opportunities in order to succeed and grow at the Employer.

Section 5. Affinity Groups. Employer will make space for Affinity Groups, whether formal or informal, standing or ad hoc, to build community and support employees with similar identities at the Employer.

Employees will have the ability to self-select into Affinity Groups and the Employer 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 convenings, retreats, and events for Groups to meet in person. As business needs permit, employees may spend a reasonable amount of time in Affinity spaces during their normal business hours, and such time will be considered working time.

Section 6. Employee Mentorship. Unit members are permitted to ask the Employer's senior staff for mentorship even if the mentorship activities are not directly related to the employee's current job description. Requests should be reasonably considered by senior staff members.

Section 7. Gender Identity. The Employer shall refer to employees by the names they choose and by the pronouns with which they identify.

If an employee's name is changed in connection with the employee's gender transition, the Employer shall, upon request by the employee, use reasonable efforts to replace the employee's former name with the employee's new name in all publicly-available content published by the Employer (e.g. website, blog post by-line, TurboVote notification signers, organizational charts, staff directories).

The Employer will be adequately trained and able to assist employees in the name-changing process as it relates to the Employer's records.

Employees shall be provided the option to use a variety of pronouns, including gender non-binary options, in completing personnel forms. Whenever reasonably possible, a gender-neutral restroom will be made available on the premises.

Section 8. Disability Accommodation. Employees may request reasonable accommodations by contacting their supervisor or Human Resources. The Employee will be asked to complete a request form when appropriate, the Employer may need to request additional information from the employee's healthcare provider. Initial accommodation requests will receive a response within a reasonable time frame. In all cases, any request for accommodation, and any medical documentation provided, will be handled confidentially. Medical information will be maintained in a separate and confidential file. Accommodation requests will not be unreasonably denied. If no accommodation arrangement can be agreed upon, the employee and employer may amicably terminate their relationship, and the employee will receive severance pay as described in Article 9. Employees will not face retaliation for requesting accommodations.

Section 9. Pregnancy and Childbirth Accommodations. Employees may request a reasonable accommodation related to their own pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. All such reasonable accommodation requests should be directed to Human Resources.

Once an accommodation is requested, the Employer and Employee will engage in a timely, good-faith, and meaningful exchange of information to determine an effective reasonable accommodation, absent undue hardship to the Employer's ordinary operations. Employees will not be required to take leave if another reasonable accommodation can be provided that would not cause undue hardship and would allow the employee to keep working. In certain circumstances, the Employee may be asked for their health care provider's input regarding the type of accommodation they believe may be necessary to enable them to perform their job duties in light of the functional limitations caused by the pregnancy or childbirth. When appropriate, the Employer may need to request additional information from the health care provider.

In all cases, any request for accommodation, and any medical documentation provided, will be handled confidentially. Medical information will be maintained in a separate and confidential file.

Section 10. Religious Accommodations. The Employer respects the religious beliefs and practices of all Employees and will accommodate those beliefs or practices when possible. If an Employee's religious beliefs or practices conflict with their work schedule or other aspects of their employment, the Employee may submit a request for an accommodation with Human Resources. The Employer will accommodate reasonable requests absent undue hardship to ordinary operations.

ARTICLE 22 – PROMOTIONS AND HIRING

Section 1. Promotions. Internal promotions are intended to recognize growth and development in the professional skills, knowledge, and responsibilities of employees. The Employer endeavors to identify and evaluate bargaining unit employees for promotion to other in-unit positions on the basis of, but not limited to, merit, experience, and knowledge/subject matter expertise. Employees shall be considered for promotions at least once per year by their Supervisors in consultation with Human Resources.

Promotions will include a title change and salary increase of at least 5%. Eligibility for annual and additional adjustments are subject to the provisions in Article 12 Wages. Unit employees earning less than \$60,000/year will be granted a 6% increase or the listed salary increase for their new role, whichever is greater, for their first promotion during the term of this Agreement.

Section 2. Labor Management Committee Review. Within twelve (12) months of the ratification of this Agreement, the Labor Management Committee will analyze and discuss current promotion procedures, and share recommendations regarding changes to promotion procedures, seniority levels, job titles, and job responsibilities that prioritize employee development, diversity, equity, and inclusion.

Section 3. Internal Hires. The Employer shall notify all current bargaining unit employees by email and/or Slack posting of any vacancy in an existing or newly created position the Employer intends to fill. Such notice shall be provided at least three (3) business days in advance of any external advertisement of the position. The employer retains the discretion to determine whether to advertise any position externally if there is a qualified internal candidate. If an existing employee declares interest in a vacant position, and meets the minimum job requirements as outlined by the job description, the Employer will interview the employee.

When the Employer is deciding between two internal applicants whose qualifications, in the Employer's judgment, are substantially equal, merit, longevity, and seniority shall be weighted in the consideration between the two candidates. Where the qualifications of an internal applicant and an external applicant are substantially equal, in the Employer's judgment, the Employer shall award the position to the deserving internal applicant.

Where the qualifications of two external applicants are substantially equal in the Employer's judgment, and one candidate previously served as an employee, fellow, intern, or apprentice, the Employer shall award the position to the external applicant who has previously worked for the Employer.

During or after the application process, an internal applicant will not face retaliation in their current role, including changes in job responsibilities or unjustified discipline or termination. Employees have the right not to discuss that they plan to apply to an internal role(s) with their supervisors if they so choose.

Section 4. Position Denials. If an employee is not awarded a position that they applied for, upon the employee's request, the Employer shall meet with the employee and, at the employee's option, a representative of the Union, to discuss the reasons the employee was not selected. The employee can work with their supervisor to identify professional development opportunities that would help the employee become qualified for the position or promotion sought.

Section 5. Job Descriptions. All roles, new or existing within the unit, must have a job description that includes the role's responsibilities, qualifications, skills, physical demands, time and travel expectations, salary range, and exempt/non-exempt status. A position that falls within the bargaining unit will note that designation within the job description. The Employer will review and update in-unit job descriptions for accuracy periodically. Before making any significant changes to an employee's responsibilities or role, the Employer will inform the employee and discuss the matter, and the Union reserves the right to bargain over any such changes.

Section 6. External Applicants. During initial interviews with external applicants, the Employer will answer questions regarding the union and if applicable, share the CBA. Candidate offer letters will indicate that the CBA is available upon request. Welcome packets for external candidates accepting in-unit positions will include language indicating who the individual should contact should they have questions regarding the union, along with the CBA if not previously shared.

ARTICLE 23 – TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1. Necessary Training. The Employer, at their discretion, shall strive to provide reasonable and necessary training to employees seeking to add new work skills or to enhance existing work skills.

Section 2. Professional Development Stipend. The Employer shall strive to provide reasonable and necessary training to employees required to perform any new or additional skills or duties, and in conjunction with the introduction of new technology or processes essential to the employee's position. The Employer will offer a stipend of up to \$1,000 for full-time employees each calendar year to be used for training or tuition costs (university, college, trade school or other institution) that the employee and their manager agree is relevant and/or necessary to the employee's career path at Democracy Works. Prior to approval, required travel for professional development activities must be discussed with managers.

Unused funds will not carry over to the next calendar year. The stipend will renew each year on January 1. Employees hired after September 30 will be eligible for a prorated amount of \$250 for the calendar year in which they are hired.

To ensure the Employer's funds are being used appropriately, all requests for training and development funds must be made in writing using the Employer's approved form, and must be approved by the employee's manager in consultation with Human Resources. Decisions regarding the approval or denial of requests for training and development funds are within the Employer's discretion. Professional development requests will not be unreasonably denied, and if the employer denies a professional development request, it must provide a reason.

Section 3. Time for Professional Development. Employees shall be able to schedule time to work on professional development as their schedule and workload allows.

ARTICLE 24 – PERFORMANCE EVALUATIONS & EMPLOYEE-SUPERVISOR RELATIONS

Section 1. Supervisors. Each employee will be assigned a supervisor. The role of the supervisor is to guide and support employees, helping them to fulfill their responsibilities laid out in the job description and advance their career through professional development.

Section 2. Employee Evaluations. The performance of each employee will be evaluated following their initial ninety (90) day probationary period and annually thereafter. The formal performance and development review will include a written self-review by the employee, a written review by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The review will incorporate any relevant notes from the employee-supervisor meeting and will be placed in the employee's personnel file.

Employees will participate in annual performance evaluations with their supervisor unless they started after August 1st of that calendar year. The annual performance evaluation 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, and suggest areas for growth and

professional development for the employee. Supervisor will prepare a written review of employee performance which incorporates feedback (form submissions) from employee peers--including teammates and colleagues of the employee's choosing. Evaluations should address changes to an employee's role, including workload, that have occurred since the last evaluation. The employee and their supervisor(s) will discuss the feedback during this meeting and the supervisor will incorporate any relevant notes from the conversation into the review. An employee has the right to submit a written response to the annual evaluation and that written response shall be included in the employee's personnel file.

Section 3. Regular Feedback. The supervisor shall provide employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. This includes during quarterly conversations and check-in meetings.

Section 4. Supervisor Feedback. Employees may reach out to their skip level supervisor or Human Resources to provide feedback or context during the annual review process or at any time. If an employee feels that their supervisor is unable to offer adequate guidance, time and support due to a lack of capacity, they may request support from their skip level supervisor at any time.

Section 5. Employee Support from Supervisors. Employees will receive support and guidance from their supervisor through regular meetings. The frequency and length of these meetings should be mutually agreed upon between the employee and supervisor.

ARTICLE 25 – INFORMATION

Section 1. Quarterly Information. The Employer will furnish the Union, on a quarterly basis, the following information for employees represented by the Union:

- Name
- Hire date
- Job title
- Rate of pay - hourly or salary
- Exempt/non-exempt status
- Work location
- Date of birth
- Diversity information, if known (race/ethnicity, gender identity, if known gender pronoun, when provided)

Section 2. Monthly Information. The Employer will provide the Union with the following information for bargaining unit employees on a monthly basis:

- New (including rehired) employees (providing the information required in Section 1 above).
- Any resignations, terminations, retirements, deaths, promotions and/or transfers out of the bargaining unit of employees.
- Changes in job title and salary of employees with effective date of the same.

ARTICLE 26 – PERSONNEL FILES AND EMPLOYMENT REFERENCES

Section 1. Maintenance of Files. The Employer shall maintain personnel records, which include an employee's application, resume, a job description for the position, compiled performance reviews and all correspondence between the Employer and the employee regarding performance issues, formal disciplinary records, and all pertinent documents concerning the employee's employment record. Employees who wish to review their personnel file may do so after providing the Employer with a written request in advance.

Section 2. References. Employer shall provide reference checks for previous Employees. Those reference checks will confirm job title(s) and dates worked and no other information.

ARTICLE 27 – SEVERABILITY

If any article or section of this Agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of this Agreement and the parties shall meet to negotiate a provision to address the subject matter of the article or section of the Agreement declared illegal.

ARTICLE 28 – DURATION AND RENEWAL

Section 1. Term. This Agreement shall be effective commencing on January 1, 2025, and expiring at midnight on the 29th day of February, 2028, and shall inure to the benefit and be binding upon the successors and assigns of the Employer. In the event of sale, the Employer shall require acceptance and continuation of this Agreement as a condition of sale to any purchaser. Upon written notice by either party to the other party at least sixty (60) days prior to the expiration date of this Agreement, the Employer and the Union shall promptly initiate negotiations for a new agreement. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

Section 2. Automatic Renewal. If neither party provides notice of an intent to terminate and renegotiate the Agreement pursuant to Section 1, the Agreement shall continue in force on its terms for another three-year term.

For the Union

Ryan Pierson

Ryan Pierson (Mar 20, 2025 18:42 EDT)

03/20/25

Ryan Pierson
Bargaining Committee Chair

Vinny Cherwoo

Vin Cherwoo (Mar 18, 2025 19:30 EDT)

03/18/25

Vin Cherwoo,
President, News Media Guild

For Democracy Works

Luis Lozada

Luis Lozada (Mar 22, 2025 10:20 EDT)

03/22/25

Luis Lozada
Chief Executive Officer

Exhibit 1

[DATE]

CONFIDENTIAL

[Employee Name & Address]

Dear [Employee],

This letter agreement (this “***Agreement***”) sets forth the terms and conditions of your separation from Democracy Works, Inc. a New York non-profit corporation (the “***Company***”) as a result of your layoff. The Company would like to thank you for the contributions you have made to the Company since joining in [DATE].

In exchange for valuable consideration given to you by the Company, the receipt and adequacy of which you hereby acknowledge, you hereby accept and agree to the following terms and conditions of your separation from the Company:

1. **SEPARATION.** Your last day of employment with the Company shall be [DATE] (the “***Separation Date***”). Although your pay and PTO accrual will be calculated and paid through the Separation Date, you need not report for work after today, [DATE].

2. **PAYMENTS & HEALTH INSURANCE AFTER SEPARATION.** The Company will pay you all accrued salary through the Separation Date together with any accrued, but unused, paid time off. In accordance with terms of the collective bargaining agreement (CBA) between the Company and the News Media Guild, CWA 31222, the Company will provide you with an one (1) additional month of health insurance coverage under the Company’s health care plan, such that your existing health care coverage shall remain in effect through [DATE].

3. **SEVERANCE BENEFITS.** If you return this fully signed Agreement by the close of business [DATE] and comply fully with your obligations hereunder, then the Company will provide you with the following benefits (the “Severance Benefits”):

a. **Severance Pay.** The company will pay you a gross amount of [\$_____], in a lump sum, less required withholdings and deductions, which is equal to two weeks’ pay for every year of your service to the Company, or fraction thereof, at your current rate of pay. This amount will be paid on the Company’s normal payroll cycle following the Separation Date [OR FOLLOWING THE ADEA EFFECTIVE DATE IF THERE IS AN ADEA WAIVER].

4. **TAX CONSIDERATIONS.** All payments to be made under this Agreement are subject to withholding to satisfy withholding taxes and other required deductions, and will be reported as required under applicable law. The parties acknowledge and agree that the interpretation of Section 409A of the Internal Revenue Code, as amended (the “***Code***”) and its application to the terms of this Agreement is uncertain and may be subject to change as additional guidance and interpretations become available. In no event will any Released Party (as defined below) be liable for any tax that may be imposed under Code Section 409A on any

payment or benefit under this Agreement. interference with contract or prospective economic advantage, defamation, and any claims for unpaid compensation (subject to applicable law); provided, however, that you do not release (a) any claims that arise after the date you execute this Agreement; (b) any claims for breach of this Agreement or to enforce the terms of this Agreement; (c) any claims arising under workers' compensation laws; (d) any claims arising under unemployment laws or (e) any claims that cannot be waived or released as a matter of law. You specifically intend the release of claims in this section to be the broadest possible release permitted by law.

5. **ACCRUED PAID TIME OFF.** You expressly agree that, as of the Separation Date, you have a balance of [____] hours of accrued and unused paid time off.

6. **OTHER COMPENSATION AND BENEFITS.** Except as expressly provided in this Agreement, you will not receive (nor are you entitled to receive) any other salary, bonuses, vacation or other paid leave, stock options, or any other compensation or benefits of any kind during or after the Separation Date. You acknowledge that, except as expressly set forth in this Agreement, you are not entitled to receive any severance or separation benefits. You understand and agree that the payments and benefits to be provided to you pursuant to this Agreement substantially exceed the benefits to which you would be entitled in the absence of this Agreement and no other compensation is owed to you except as provided herein.

7. **EXPENSE REIMBURSEMENTS.** You agree that, within twenty (20) days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

8. **GENERAL RELEASE.** In exchange for the consideration under this Agreement to which you would not otherwise be entitled, you and your representatives completely release the Company, and its past, present and future officers, directors, members, partners, affiliates, agents, insurers, employees, successors and assigns (collectively, the "***Released Parties***") from all claims of any kind, known and unknown, that you had in the past or now have against the Released Parties through the date you sign this Agreement (except for claims arising out of this Agreement). Without limitation, this full waiver and release includes all claims for loss or injury of any kind based on any act or omission occurring prior to the date you sign below, including but not limited to all claims which in any way relate to or arise out of your employment with the Company, the termination of your employment, and/or the events leading up to your termination, or which arise under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act, [IF APPLICABLE, the Age Discrimination in Employment Act] the National Labor Relations Act, the Internal Revenue Code of 1986, Discrimination Against Military Personnel Act, and Discrimination Against Employees who are Victims of Domestic Violence or Sexual Assault, as all such laws have been amended from time to time, or any other federal, state, foreign, or local labor law, wage and hour law, worker safety law, employee relations or fair employment practices law, or public policy, as well as any claims asserting wrongful termination, retaliation, breach of contract, breach of the

covenant of good faith and fair dealing, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, and any claims for unpaid compensation (subject to applicable law); provided, however, that you do not release (a) any claims that arise after the date you execute this Agreement; (b) any claims for breach of this Agreement or to enforce the terms of this Agreement; (c) any claims arising under workers' compensation laws; (d) any claims arising under unemployment laws or (e) any claims that cannot be waived or released as a matter of law. You specifically intend the release of claims in this section to be the broadest possible release permitted by law.

[IF APPLICABLE: 9. **ADEA RELEASE.** As stated in Section above, this waiver and release and covenant not to sue specifically applies to causes of action under the ADEA, except for a legal challenge to the validity of Employee's ADEA waiver and release.

a. The Company hereby advises you to consult with an attorney prior to executing this Agreement.

b. You have twenty-one (21) calendar days from the date of delivery of this Agreement to consider whether to execute the Agreement.

c. You may revoke this Agreement at any time up to and including seven (7) calendar days after execution of the Agreement. This Agreement does not take effect until after expiration of that seven (7) day period. To be effective, you must send any notice of revocation of this Agreement by electronic mail to the Company's Human Resources Manager at [email address].

9. **ADMINISTRATIVE CHARGES.** Nothing in this Agreement shall prevent you from filing charges with any federal, state or local government enforcement agency, or otherwise participating in any investigation or proceedings that may be conducted by any such agency. Likewise, nothing in this Agreement shall prevent any government agency from separately enforcing any statute within its jurisdiction (e.g., Title VII, the ADEA, NLRA, and/or any other employment discrimination or retaliation laws). You agree and affirm, however, that you are waiving all other rights, including any right to receive or participate in any award of monetary relief obtained in connection with any subsequent complaint, charge, or lawsuit filed against the Company by any person.

10. **EFFECTIVE DATE.** For all purposes, this Agreement shall become effective on the date you execute the Agreement; provided however, that you may not sign this Agreement prior to the Separation Date. [OR IF THE AGREEMENT CONTAINS THE ADEA WAIVER ABOVE: This Agreement shall become effective on the eighth (8th) day after you execute the Agreement; provided that you have not revoked the Agreement pursuant to Section 9(c) above.]

11. **COVENANT NOT TO SUE.** You represent and warrant that you have never commenced or filed, or caused to be commenced or filed, any lawsuit or arbitration against any of the Released Parties. Except as otherwise provided in this Agreement, you further agree not to directly or indirectly commence, file, or in any way pursue, or cause or assist any person or entity to commence, file, or pursue, any lawsuit or arbitration against any of the Released Parties in the future, subject to your rights under Section 10 above.

12. **NO ADMISSIONS.** You understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company or you to the other party or to any other person, and that the Company and you make no such admission.

13. **COMPANY PROPERTY AND PROPRIETARY INFORMATION.** After the Separation Date, you shall return to the Company or destroy, and not retain, all Company documents (and all copies thereof) and other Company property which you have had in your possession at any time, including, but not limited to, Confidential Information (as defined below), Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property, credit cards, smartphone, tablet or other cellular device, entry cards, and keys; and, any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). **Your timely return of all such Company documents and other property is a condition precedent to your receipt of the benefits provided under this Agreement.** [IF APPLICABLE Notwithstanding the foregoing, you may keep the Company-issued laptop that was provided to you several years ago, after it has been wiped clean of confidential information.]

14. **NONDISPARAGEMENT.** Except as provided in Section 16(c) below, and subject to your rights in Section 10 above, you agree not to, at any time, whether orally, in writing, or otherwise, whether directly or indirectly, make maliciously or recklessly untrue representations regarding any of the Released Parties by any means, including, but not limited to, (a) making, publishing, or encouraging any defamatory, maliciously, or recklessly untrue statement, comment, or posting about the Released Parties, or any maliciously or recklessly untrue statement, comment, or posting regarding any of the Released Parties' products or services, whether in public or in private; (b) making any statement, posting, or other communication in, on, to, or through any media (whether print, television, radio, the internet, social media, or with or through any reporter, blogger, "app" (such as Twitter, Instagram, Snapchat, or the like), or otherwise, collectively "**Media**") that purports to be on behalf of the Released Parties, or which a third party may reasonably perceive (i) has been authorized, approved, or endorsed by the Released Parties or (ii) reflects the views of the Released Parties; (c) conducting business activity of the Released Parties on or through any Media; (d) utilizing any of the Released Parties' logos, graphics, trade names, or trademarks in or on any Media or for any other purpose; or (e) directing, aiding, encouraging, or assisting any other person or entity to do any of the foregoing.

- a. The Company's senior management agrees not to directly, or indirectly, make any statements, either oral or written, or take any other actions which are knowingly false maliciously or recklessly untrue regarding you or your work performance.
- b. This Section does not in any way restrict or impede your rights under Section 10 above to file administrative charges with a federal, state or local government agency. In addition, nothing in this Section or in this Agreement shall be construed to prevent you from discussing with co-workers and/or third parties the

terms and conditions of employment or otherwise engaging in conduct protected by Section 7 of the NLRA, though you are prohibited from making any statements about the Company that are maliciously or recklessly untrue (i.e., false, defamatory statements made with knowledge of their falsity or with reckless disregard for their truth or falsity).

15. **CONFIDENTIALITY.** You acknowledge and agree that, in the course of your employment, the Company has disclosed to you, and you have received and/or had access to, certain non-public, confidential, and proprietary information pertaining to the business of the Company, its partners, customers, donors, potential donors and end users, and you further acknowledge and agree that the disclosure of such information to third parties would cause grave harm to the Company. Accordingly, you agree to maintain the confidentiality of all Confidential Information (as defined below), and to not disclose the Confidential Information to any third party except as required by law. As used herein, “*Confidential Information*” means all non-public or proprietary information of either the Company or its partners, customers, donors, potential donors or end users of its software products or tools, whether or not maintained in written form and whether in digital, hardcopy, or other format, disclosed or made available to you at any time during the course of your employment with the Company, including, without limitation, end user personal information generated by the Company’s software tools (including, without limitation, the TurboVote and Ballot Scout platforms), trade secrets, products and services, , business models, know-how, strategies, designs, reports, data, research, financial information, pricing information, client/customer information, processes, inventions, ideas, software, algorithms, developments, drawings, data dictionaries, data flow charts, engineering, hardware configuration, and technical specifications, including, without limitation, computer terminal specifications, the source code developed from such specifications, all derivative and reverse-engineered works of the specifications, and the documentation and software related to the source code, the specifications, and the derivative works.

- a. Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), and other applicable law, nothing in this Agreement or any other agreement or policy shall prevent you from, or expose you to criminal or civil liability under federal or state trade secrets law for, (i) disclosing any of the Company’s trade secrets or other Confidential Information (except information protected by any Company attorney-client or work product privilege) in the course of making a good faith report or inquiry regarding a suspected violation of law to an attorney or to any federal, state, or local government agencies, regulators, or officials, or (ii) disclosing the Company’s trade secrets in a filing in connection with a legal claim, provided that the filing is made under seal.
- b. This Section does not in any way restrict or impede your rights under Section 10 above to file administrative charges with a federal, state or local government agency. Nor does it restrict you from discussing with co-workers and/or third parties the terms and conditions of employment or otherwise engaging in conduct protected by Section 7 of the NLRA.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with respect to the subject matter hereof. The Agreement is executed without reliance upon any promise, warranty or representation, written or oral, by any party or any representative of any party other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. You acknowledge that you have carefully read this Agreement, have been afforded the opportunity to be advised of its meaning and consequences by an attorney, and signed the same of your own free will. This Agreement may not be amended or modified except in writing signed by both you and the Company. Each party will bear its own costs or fees incurred in connection with the making of this Agreement.

17. **APPLICABLE LAW ARBITRATION OF DISPUTES.** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of New York as applied to contracts made and to be performed entirely within New York. In the event of any dispute under the provisions of this Agreement, the parties agree to resolve the dispute in accordance with the arbitration procedure set forth in the collective bargaining agreement between the Company and the News Medi Guild, CWA 31222.

18. **SEVERABILITY.** If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and the provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

19. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind the heirs, personal representatives, successors, assigns, executors, and administrators of each party, and inures to the benefit of each party and their respective heirs, successors and assigns. However, because of the unique and personal nature of your duties under this Agreement, you agree that you may not assign or delegate the performance of your duties under this Agreement.

20. **BREACH OF THIS AGREEMENT.** Should you materially breach this Agreement, then: (a) the Company shall have no further obligations to you under this Agreement or otherwise (including, but not limited to, any obligation to provide the payments or other consideration set forth in Section 3 of this Agreement); (b) the Company will be entitled to recoup all payments previously provided to you under Sections 3 of this Agreement, plus the attorneys' fees and costs it incurs in recouping such amounts, except for the amount of \$500; and (c) the Company shall have all rights and remedies available to it under this Agreement and any applicable law or equitable theory.

21. **RECALL RIGHTS.** For the avoidance of doubt, nothing in this Agreement shall waive any recall rights that you may have under the terms of the collective bargaining agreement between the Company and the News Media Guild, CWA 31222.

If this Agreement is acceptable to you, please sign below and return a copy to me.

Sincerely,

DEMOCRACY WORKS, INC.

By: _____

Name:

Title:

**PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL
KNOWN AND UNKNOWN CLAIMS.**

[EMPLOYEE]

Date: _____

Final Collective Bargaining Agreement TW (3-17-2025)

Final Audit Report

2025-03-22

Created:	2025-03-18
By:	Ana Tesfaye (anatesfaye@newsmediaguild.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1m9TMntnyTC16ABRe16DMZhHjT5EBiUh

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-  Document created by Ana Tesfaye (anatesfaye@newsmediaguild.org)
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-  Document emailed to Ryan Pierson (ryandpiersondesign@gmail.com) for signature
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-  Email viewed by Luis Lozada (luis@democracy.works)
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✔ Agreement completed.

2025-03-22 - 2:20:35 PM GMT



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