



# **COLLECTIVE BARGAINING AGREEMENT**

**EFFECTIVE: JULY 16, 2024 THRU JULY 16, 2026**

Between

 **BallotReady**<sup>®</sup>

And

**CWA LOCAL 1101**

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# Collective Bargaining Agreement

## Agreement

THIS AGREEMENT is made and entered into this 16<sup>TH</sup> day of JULY 2024 by and between BallotReady (hereinafter referred to as the “Company” or “Employer”) and the CWA Local 1101 (hereinafter referred to as the “Union”)

### Article I. Recognition

**Section 1.01** The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work and working conditions. Included in the bargaining unit are all full time and regular part time employees in the job titles and classifications below excluding supervisors, managers, confidential employees, and guards, as defined in the National Labor Relations Act.

● Customer Success Coordinator
● Project Coordinator
● Project Manager
● Customer Success Fellow
● Data Strategy Specialist
● Lead Data Architect
● Sr. Software Engineer - Level I
● Software Engineer
● Frontend Engineer
● Sr. Software Engineer - Level 2
● Associate Product Manager

● Lead UX and Product Designer
● Part-Time Senior Research Coordinator
● Senior Research Coordinator
● Research Associate
● Research Coordinator
● Senior Business Development Representative
● Account Executive
● Marketing Fellow
● Site Building Lead
● Solutions Coordinator

**Section 1.02** In recognition of the inclusion of some supervisors in the bargaining unit, the Union agrees that the following terms shall apply:

- Supervisors are expected to manage subordinates and identify any deficiencies in performance, misconduct, or violations of policy, and that the failure to do so may result in disciplinary action.
- Supervisors may be required to testify in arbitration proceedings against other bargaining unit members.

**Section 1.03** Establishment of New Bargaining Unit Positions

In the event that BallotReady creates a new position in the bargaining unit, it shall give the Union notice of the new title and the wage/salary rate or range it has established for the position. The Union shall have thirty (30) days from the date of the notice to provide input and request a meeting with the Employer to discuss the application of this Agreement to the newly created position.

## **Article II. Union Security**

**Section 2.01** No later than thirty (30) days following the effective date of this Agreement, each employee in the bargaining unit shall, as a condition of ongoing employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

**Section 2.02** Each employee in the bargaining unit who becomes employed after the effective date of this Agreement shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues. The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

**Section 2.03** During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties. The Union Representative may speak with new hires regarding its status as exclusive representative of the employee for a reasonable amount of time (up to 1 hour) and shall suffer no loss in wages for time spent while in the meeting.

## **Article III. Payroll Deduction of Dues**

**Section 3.01** The Company agrees to make collections of Union dues each pay period through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. The payroll deduction information shall include new employees entering the bargaining unit and notification of current bargaining unit members who have left the bargaining unit. The authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the final working day of the subsequent month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. On the first of the month or the next regular business day, the Company shall notify the Union of the names, addresses, wage rates of new hires.

**Section 3.02** The Company shall bear the full cost of dues deduction as set forth in Section 1. The Company shall not be liable to the Union by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than constituting actual deductions made from the employee's wages earned; provided that the Company will endeavor, where necessary, to collect for the make-up of missed union dues.

**Section 3.03** The Union shall indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Company under the provisions of this Article.

## **Article IV. Management Rights**

**Section 4.01** Except to the extent expressly modified or restricted by a specific provision of this Agreement, the Company reserves and retains all of its management rights as such rights existed prior to this Agreement and nothing herein shall be construed to limit the Company's exclusive right to manage its facilities and direct its workforce. The rights of management include, but are not limited to: to plan, direct, and control operations; to determine when and where work is to be performed; to direct the work force including the right to transfer, to assign duties to bargaining unit employees and determine job content; to determine the size of the work force and to hire, layoff, and promote bargaining unit employees; to determine the qualifications of bargaining unit employees and to select bargaining unit employees; to establish, modify, eliminate, and enforce compliance with all Company policies, including but not limited to rules, regulations, and handbook or other written performance or conduct standards; to develop and implement performance management/evaluation programs; to discipline, suspend, demote or discharge probationary bargaining unit employees; to discipline, suspend, demote or discharge non-probationary bargaining unit employees for just cause; to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of the organization; to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; to introduce or change technology; and to establish and change working shifts and schedules.

**Section 4.02** Notwithstanding anything in the preceding clause, the employer agrees that it will give the union notice before adopting or changing any rule, policy, or practice having a significant impact upon one or more members of the bargaining unit. Moreover, if the union requests, the employer will bargain in good faith, to agreement or impasse, before carrying out the change.

**Section 4.03** Non-bargaining unit employees shall be permitted to perform bargaining unit work as long as this does not result in the loss of current or future bargaining unit positions and/or layoffs.

## **Article V. No Strike – No Lockout**

**Section 5.01** Since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, complaints and grievances there shall be no resort to strikes, slowdowns, picketing, boycotting, interruption or interference with work or stoppage of work by the Union or the employees nor any lockout by the Company of any employee or group of employees.

**Section 5.02** In the event of an unauthorized strike, etc. the Union will immediately upon knowledge of such strike, etc. endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein. Any employee engaging in such activities in violation of this Section shall be subject to disciplinary action or discharge.

## **Article VI. Union Representation**

**Section 6.01** The Union shall designate, and keep the Company informed of, the names of individuals employed by the Company who are designated as Union Stewards (hereafter, "Stewards"). The Company reserves the right to confirm with the Union at any time which employees are the current Local Union stewards/representatives.

**Section 6.02** Union Stewards shall be granted paid time off with pay when attending grievance meetings and disciplinary meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

**Section 6.03** The Company will allow two bargaining unit members time off with pay to attend negotiations for a successor Agreement.

**Section 6.04** The Union has the right to request that a bargaining unit member take unpaid time off for union activities for up to 5 business days per calendar year (taken in full day increments), upon 7 days' written notice. The Company has the discretion to deny the request when business needs warrant. Any additional requests will not be unreasonably denied.

## **Article VII. Discipline and Discharge**

**Section 7.01** An employee shall be subject to discipline for just cause.

**Section 7.02** The Company shall provide a written notice to the Union President or designee of disciplinary actions taken against an employee rising to the level of a written Performance Improvement Plan or greater prior to such action.

**Section 7.03** Newly hired employees shall have a probationary period of 90 days. During the probationary period, an employee may be disciplined or discharged for just cause but any discipline or discharge during the probationary period shall not be subject to Article 9 (Arbitration).

**Section 7.04** Employees shall have a Union representative present during all investigatory and disciplinary meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline unless the employee objects. The Union representative may be of the employee's choosing. Regular course one-on-one meetings between managers and an employee will not be considered an "investigatory meeting" for purposes of this Section and employees will not be permitted to have a Union representative present during such meetings.

### **Article VIII. Grievance Procedure Article**

**Section 8.01** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

**Section 8.02** A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

**Section 8.03** Steps of the Grievance Procedure

#### **Step One:**

- a) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Local knew or should have reasonably known of the violation, the Union Steward shall submit a written grievance to the 1<sup>st</sup> level supervisor, citing the alleged violations including the contract provision that applies.
- b) VP of Finance and Operations shall schedule and attend a grievance meeting to review the matter with no more than three (3) Company or Union people, within seven (7) calendar days of receiving the written action. Human Resources shall render its written determination within fourteen (14) days after the meeting.

#### **Step Two:**

- a) In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the written determination of Human Resources, the matter may be submitted, in writing, to the Director of the relevant department or COO.
- b) No more than three (3) Company people and three (3) Union people will attend the Step 2 meeting within fourteen (14) calendar days after the receipt of the written grievance. The Director of the relevant department or COO (or their designated alternate) shall render their decision, in writing, within twenty-one (21) calendar days after the meeting.



**Section 8.04** Any grievance not settled by the duly authorized representatives of the Union and the Company shall, at the option of either party, within forty-five (45) calendar days of the decision at Step Two, submit a written notice of intention to arbitrate to the other party. In the event that the time limits set forth in this Article 8 are not adhered to, then the grievance shall be barred and there shall be no right to arbitration. The Company and the Union may extend the time limits set forth in this Article 8 by mutual agreement.

## **Article IX. Labor-Management Committee**

**Section 9.01** The parties shall form a Labor-Management Committee (LMC) that will consist of two (2) members designated by the Union and two (2) members designated by the Employer. The LMC will meet once every quarter (or as the Parties may otherwise agree) for up to one hour, on dates and at times mutually agreed by the Parties, to discuss significant issues facing the Organization and bargaining unit. The LMC is not a decision-making body or forum and is not authorized to modify or supplement this Agreement, to process or decide grievances under Article [ ], or to engage in collective bargaining.

**Section 9.02** Employee participants in the LMC will be compensated for their time spent attending the LMC meeting (which shall be paid at the employee's regular hourly rate of pay in the case of non-exempt employees or treated as paid "official time" for exempt employees). Time spent in such meetings shall not be considered time worked for the purposes of overtime.

**Section 9.03** Discussions of the LMC do not obligate either party to agree to any suggestions or proposals discussed, but the Parties intend this forum to foster agreement to work collaboratively and professionally toward the common goal of supporting and improving the Organization. Each party may have one of its designated LMC members take notes during these meetings and will share the notes with the other party following the meeting.

## **Article X. Arbitration**

**Section 10.01** If the grievance is properly appealed to arbitration, the parties shall as expeditiously as possible to endeavor to agree upon the impartial chairperson from arbitration lists supplied by the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the parties shall follow AAA's appointment process from the national roster in order to determine which arbitrator shall serve.

**Section 10.02** The decision of the arbitrator shall be final and binding on the Company and the Union without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether the Company or the Union has violated a specific provision of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

**Section 10.03** The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by the Company and the Union.

### **Article XI. Separability**

**Section 11.01** Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

**Section 11.02** In the event that any portion of this Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to agree upon a proper and legal substitute.

### **Article XII. Contract Labor**

**Section 12.01** Should the Company require an independent contractor to provide services on a full-time basis for longer than six (6) months, and the Company intends to continue to utilize any individual for the same services, the Company will hire the employee and the position will be added to the bargaining unit if applicable in accordance with Article 1, Recognition. The parties agree that this provision does not apply to contract researchers, and that the Company may use independent contractors to perform contract research work at its sole discretion. During the term of this Agreement, the Employer will not engage an independent contractor for the purpose of reducing full-time unit employee(s) to part-time status and/or causing the elimination of bargaining unit positions.

### **Article XIII. Seniority**

**Section 13.01** Seniority (or "tenure") shall be defined as the length of an employee's service with the Company (inclusive of service with the Employer's predecessor or successor) in a position covered by this Agreement. If more than one (1) employee has the same seniority date, a lottery-like drawing will be conducted and witnessed by a Union officer.

## **Article XIV. Conditions of Employment**

**Section 14.01** Employees shall not be required to install software on Company devices that is used for the purpose of monitoring keystrokes or mouse movement.

**Section 14.02** Employees shall adhere to the Nonpartisanship Policy in the handbook.

## **Article XV. Employee Handbook**

**Section 15.01** The policies and benefits set forth in the Company Employee Handbook shall apply to bargaining unit members on the same terms and conditions as set forth in the Handbook, except where this Agreement specifies otherwise. If the company modifies, changes and or eliminates the policies set forth in the handbook the company will notify the union, in writing.

## **Article XVI. Paid Time Off**

**Section 16.01** In keeping with our core value of “Healthy and Inclusive,” we prioritize employee wellness, and recognize that our collective long-term success depends on our ability to support staff **intending** to their own health and wellness as well as finding sustainable rhythms of work.

### General Guidelines

- Employees are not required to share the reason for their PTO with their manager or coworkers.
- BallotReady trusts staff to make responsible decisions around their time (including PTO usage) in relation to their individual professional goals and responsibilities.
- Company-wide alignment on when teammates will be out of office (OOO) is key to achieving our collective goals while maintaining an equitable, manageable distribution of work, especially in our busiest periods (i.e., the weeks prior to the November general election, Super Tuesday).

### Unplanned PTO

When unplanned PTO (e.g., unexpected illness, grief/bereavement) occurs, please:

1. Share that you will be OOO in a way that you or your manager can communicate to broader staff (e.g., a quick post in the #general Slack channel or a text to your manager).
2. If you're able, update your Slack status and the BallotReady calendar to reflect that you're OOO.
3. On your return, log your PTO Rippling.

### Planned PTO

If and when you are able to share when you intend to be out of office OOO (e.g., vacations, scheduled medical leave), please share your intended OOO dates with your manager for approval.

In general, managers are expected to consider the following in partnership with their direct reports:

- If and how the employee's tasks and responsibilities will be postponed and/or redistributed across their teammates
- If and how the employee's intended PTO overlaps with other teammates' planned PTO, and how those overlaps will impact our collaborative work.

BallotReady expects all employees to use 14 days of PTO within a calendar year. This is not a requirement; it is, instead, a baseline to help identify who needs support in being able to use their PTO for their own wellness.

Typically, many staff take 5-7 days of PTO after the peak season leading up to the November elections. These are asynchronous, which is to say teams should coordinate to stagger when people are taking these days.

As much as possible, if you intend to take a planned vacation that is longer than 15 contiguous business days, please secure the approval of your manager and department head to ensure work can be redistributed accordingly.

Once you and your manager align on the PTO you will be using, please do the following:

1. Log your PTO by requesting it in Rippling.
2. Block your OOO time in your calendar (just a hold that reads OOO is sufficient).
3. For the time in which you are OOO, please update your Slack status and, if necessary, set up your email auto-response.

### **Section 16.02** Salaried Employees

For full-time, salaried employees, BallotReady provides a policy of unlimited PTO.

Unlimited PTO intends to offer employees trust, and space to arrange their schedules and day-to-day logistics in whatever ways best suit their needs.

### **Section 16.03** Parental Leave

BallotReady expects full-time employees to take, on average, twelve weeks of PTO in the first six months following the addition of a new child to their family. While our unlimited PTO policy encourages employees to take additional leave at their discretion, we know that the absence of norms can unintentionally create inequity, and that the first months are essential to building any new parental relationship.

Please note:

- This policy applies to all full-time employees regardless of their state of residence,

- gender identity, family structure, or other circumstances.
- This policy applies to employees who become a parent through birth, adoption, and foster care.
- This policy applies only to human children; we are always happy to celebrate a new “fur baby” or pet, but any PTO you use to bring them into your family falls into the category of general PTO.
- These weeks may be taken non-continuously at employees’ discretion.

**Section 16.04** Other Family and/or Caretaking Leave

Staff can, and should, use their unlimited PTO as necessary for caretaking obligations beyond becoming a new parent (e.g., accompanying an ill spouse to medical appointments, temporarily relocating to assist a relative recovering from an operation).

Given each caretaking situation is unique, there is no set expectation around the duration or rhythm of PTO an employee uses to care for others in their lives and communities. BallotReady simply asks that, in line with the general guidelines in this document, staff do their best to coordinate and communicate about caretaking leave needs with their manager.

**Section 16.05** Hourly Employees

At BallotReady, Hourly Employees accrue paid time off (PTO) per the below list and subsequent table:

Paid Time Off (General PTO)

- Accrued at a rate of 6 hours for every 40 hours worked, up to a maximum of 120 hours per year.
- Rollover: Unused PTO may be rolled over to the following calendar year. Any PTO rolled over from the year it was allocated must be used by April 1st of the following year.
- Accrued General PTO balance is paid out upon termination from BallotReady (voluntary or involuntary). This will be added to an employee’s final paycheck.

Sick Leave PTO

- 56 hours of paid Sick Leave is granted on January 1 each year and is not subject to the accrual schedule.
- Rollover: 100% of Sick Leave can be rolled over to the next year.
- Sick Leave PTO is not paid out upon termination from BallotReady.

PTO Accrual Schedule - Hourly Employees

Category	General PTO	Sick Leave PTO
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As of First Day of Employment and subsequently on January 1 each year	0 hours If necessary, can "borrow" from future accrual to a max. of 24 hours (with manager approval)	56 hours
Accrual Rate	6 hours	0 hours - no longer subject to accrual period
Amount earned per 40 hours worked		
Maximum Available Per Year	120 hours	56 hours
Amount of unused, accrued PTO at which no additional accrual occurs.		
Rollover	100	%* 100%
Amount of unused, accrued PTO that can stay with the employee for the next calendar year.	*Must be used by April 1 of the following year	
Payout Upon Termination	100% of current balance	0% of current balance

### **Article XVII. Holidays**

**Section 17.01** The below are automatically treated as out of office (OOO) and paid time off (PTO) for all BallotReady employees.

Please note that this policy is not a statement on the values associated with any of these holidays, but a business decision driven by recognition that many employees will want or need to take PTO on these dates in alignment with others in their community.

Holiday	Dates
New Year's Day	January 1st
Birthday of Martin Luther King Jr.	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples' Day (formerly Columbus Day)	Second Monday in October
Veterans Day	November 11th
Thanksgiving Week Wednesday - Friday	Fourth Thursday in November, the day immediately preceding Thanksgiving (Wednesday), and the day after Thanksgiving (Friday)
Winter Holiday Period	December 23rd - January 1st (and any Saturdays and Sundays immediately preceding 12/23 or following 1/1)
Winter Fridays	Every Friday following the General Election in November - December 31st

**Section 17.02** The below are automatically treated as out of office (OOO) and paid time off (PTO) for all BallotReady employees.

### **Article XVIII. Healthcare**

**Section 18.01** The Company shall make medical, dental, vision benefit plans available to eligible employees and their dependents. Eligibility for such benefit plans shall be determined by the requirements set forth in the applicable plan document. Benefits shall be made available to employees on the same terms and conditions as such benefits are made available to non-represented employees of the Company.

**Section 18.02** Nothing herein shall prevent the Company from changing, amending, or modifying, including but not limited to restating or merging plans, changing third-party administrators as long as the plan design and or the level of benefits continue for the length of this contract.

### **Article XIX. Layoff, Severance & Recall**

**Section 19.01** No bargaining unit employee shall be laid off while full-time (30 hours or more per week) contractors are performing the same or similar job.

**Section 19.02** In the event of a reduction-in-force or wind-down of the Company during the term of the collective bargaining agreement, employees who are terminated by the Company shall receive the following severance benefits:

1. Up to one (1) year of service: Three (3) weeks of severance and three (3) months of COBRA premiums paid by the Company for employee-only healthcare coverage.
2. Greater than one (1) year of service: Three (3) weeks of severance plus four (4) weeks additional for each full year prorated, up to a maximum of 16 weeks of salary and three (6) months of COBRA premiums paid by the Company for employee-only healthcare coverage.

These severance benefits will not be applicable to employees with a scheduled end date to their employment communicated to them upon their hiring, such as Fellows or other temporary employees.



**Section 19.03** Any employee who is laid off shall be placed on a recall list and shall be eligible for recall to the bargaining unit position from which they were laid off or to another open position for which the employee is qualified for a period of six (6) months. If the employee is offered a position and turns down the offer for recall, they shall be removed from the recall list.

## **Article XX. Hours Worked**

**Section 20.01** At BallotReady, we want to empower staff with the flexibility and autonomy to work in ways that best suit their unique needs.

We'll never ask or expect all staff to work the exact same hours because of employees' various home time zones. The resulting asynchronous and/or constrained synchronous work can feel daunting, but, at our best, push us to communicate and collaborate with greater clarity and efficiency.

To navigate remote and asynchronous work effectively, we ask staff to use these company-wide expectations and/or norms:

- For most roles and work at BallotReady, we define success in terms of completing tasks in a timely manner (e.g., meeting deadlines) and effectively (e.g., accurate and high-quality work). We don't set required hours (i.e., an 8-hour workday) to meet these metrics for success; we know the time needed varies based on the individual.
- For certain roles at peak periods of work, managers and/or teams may need to require team members to be online for certain hours and/or synchronously. You can find additional context on these special circumstances below.

### **Section 20.02** BallotReady Standard Time (BST)

We expect all employees to be available and online during our "BallotReady Standard Time" of 12 - 4 p.m. Central Time.

BST is important for...

- Scheduling company-wide meetings (e.g., Monday standup) to ensure everyone can attend regardless of their local time zone.
- Expecting timely responses via Slack or other modes from colleagues

BST does not mean...

- Gluing yourself to your computer for every second of these four hours; similar to a shared workday in a normal office, breaks are normal and healthy!
- Avoiding these hours for tending to personal needs (e.g., doctor's appointments)—it's fine to do so, just indicate you're OOO.

Potential for Extended BST in Peak Seasons

We define peak seasons as:

- The 2-3 month(s) ahead of November Election Day, especially in even years (congressional midterms and/or presidential elections)
- The 1-2 month(s) preceding major primaries (e.g., June/July of an even year, Super Tuesday)

Outside of the above periods, there may be ad-hoc, short additional “peaks” specific to a customer and/or team(s) (e.g., a high-priority customer’s product centers on a primary that, unusually, takes place in February).

During these peak seasons, a team or part of a team can require their employees to commit to more specific hours. For example, a Customer Success lead supporting an important customer based in Maine might be asked to be online during standard Eastern Time business hours (something like a 9 a.m. - 5 p.m. ET) for the week before and after the product launch.

Importantly, temporary changes in working hour requirements (i.e. choosing to work from a location not aligned with US time zones) should be (a) approved by the department head, and (b) flagged for the COO and Director of Finance and Operations

We ask that department heads do this to help us ensure equity across the company in terms of working hours and expectations.

### **Section 20.03** Escalations and/or Emergencies

Working with team members across varying time zones and hours can feel frustrating, especially if this is a new experience, because of inevitable lags in response time. However, this is often, ultimately, a great nudge to (a) communicate even more clearly because you’re not synchronous, and (b) check your own urgency around whether something truly needs to be completed ASAP or can wait.

The majority of issues we encounter at BallotReady are not emergencies that require contacting colleagues outside of BST. Of course, there are rare instances where you can and should contact colleagues immediately even if you know it’s outside of their typical work hours (e.g., one of our biggest customers’ Ballot Engine suddenly crashes on the Monday night before Election Day).

To help you determine whether this is necessary, consider the below questions. These questions are not absolute criteria, just a resource to help you assess the situation.

1. Is the issue system-wide? (as in: impacting all of BallotReady’s products or tools)
2. Is the issue related to a strategic and/or major customer?
3. Has the customer noted and/or escalated the issue?
4. Is a key date relating to this product and/or customer within the next 24 hours? (e.g., a Texas Registration Engine crashes 10 hours before registration closes in Texas)

If the response to all of the above questions is no, you can probably wait until the next workday to engage the folks needed to resolve the issue!

Regardless, consider at least posting about the issue on Slack so others will be aware when they do come online. If you’re truly on the fence about whether the issue requires immediate attention, you might text your manager, but be sure to debrief with them later on whether this was an appropriate response.

## **Article XXI. Travel**

**Section 21.01** Any travel required by the Company shall be at the Company's expense as set forth and detailed in the Company's Travel and Reimbursement policy.

## **Article XXII. Work From Home**

**Section 22.01** The Company shall provide the equipment needed to perform an employee's job duties from a remote location. If an employee requires additional equipment to perform their job duties, the employee may request the additional equipment from their manager. Requests for additional equipment that is required to perform the employee's job duties shall not be unreasonably denied.

If an employee requires alternative or additional equipment as a reasonable accommodation for a disability, the costs of the Company-approved accommodation will be paid for by the Company.

Cameras, if installed on Company computers or equipment, will not be used for monitoring employees.

All bargaining unit employees shall be eligible for remote work.

Remote work stipend: See Letter of Agreement

Workers will not be held accountable for natural disasters, or utility issues in their area, provided that an employee is not abusing the situation and makes a good faith effort to work, where possible, unless PTO is being taken.

## **Article XXIII. Promotions**

**Section 23.01** During an employee's annual and mid-year reviews, the Employer will discuss with the employee a structured pathway to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion. The process will be transparent and will be made clear to the staff the available opportunities for promotion, if they are on track for promotion, and how an ultimate decision will be made. At each end of year review, a current and updated career ladder will be provided to each employee.

**Section 23.02** When the Employer has the need to fill a bargaining unit position it shall include the minimum salary for the position on any job postings.

**Section 23.03** The Employer affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position on the Employers website, to allow for internal applicants to seek the position. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. The Employer shall give consideration to existing employees that might be capable of performing the job, with the understanding that the final decision in selecting a candidate rest solely with management. This provision shall not be construed to impose a requirement that the Employers interview any internal candidate that might express an interest in the position.

**Section 23.04** The Employer agrees that employees should regularly be performing work within their job classification. In the event that an employee can demonstrate they have been regularly assigned duties of a higher job classification, they are encouraged to voice this to their manager during regularly scheduled check-ins as well as during their annual or mid-year performance review.

#### **Article XXIV. Job Descriptions**

**Section 24.01** Within 90 days following ratification of this Agreement, the employer shall have a job description for each job classification covered by this Agreement. Each job description will include the responsibilities associated with each job classification.

The employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description create additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary because of the change, it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

## **Article XXV. Wages**

**Section 25.01** The parties agree that all employees covered by this agreement shall receive a wage increase of 2.25% over their current base wage rates upon ratification of this agreement. This wage increase is effective on the first full pay period after this contract's ratification. The parties agree that all employees covered by this agreement shall receive a subsequent wage increase of 2.25% over their base wage rates on the 1-year anniversary of the ratification of this agreement. This wage increase is effective on the first full pay period after the 1-year anniversary of this contract's ratification.

**Section 25.02** Employees will receive a one-time bonus of 1% of their base salary if the Company makes a profit of at least \$1,500,000 during the 2024 calendar year. Employees will receive a one-time bonus of 2% of their base salary if the Company makes a profit of at least \$3,000,000 during the 2025 calendar year. The following are not eligible for such a bonus: fellows, any temporary or non-permanent employees, employees who have not met expectations in the performance review, employees who have been with the Company for less than 6 months, and employees whose compensation is commission-based. If earned, the bonus shall be paid by the end of January of the following calendar year.

**Section 25.03** Employees will continue to receive equity compensation for the length of this agreement.

## **Article XXVI. Retirement / 401k plan**

**Section 26.01** Eligibility and Participation

Eligibility: All employees of the Employer shall be eligible to participate in the current employer 401k Plan.

Participation: An eligible employee shall become a Participant in the current employer 401k Plan on the first day of the Plan Month coincident with or next following the date the employee satisfies the eligibility requirements.

**Section 26.02** Administration

Plan Administration: The Plan shall be administered by the Plan Administrator who shall have all necessary authority to carry out the provisions of the Plan.

**Section 26.03** General Provisions

Governing Law: The Plan shall be governed by and construed in accordance with the laws of Delaware.

**Article XXVII. Successorship**

**Section 27.01** The Employer will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

**Article XXVIII. Terms of Agreement**

**Section 28.01** This Agreement will take effect on July 16<sup>th</sup>, 2024 and will expire on July 16<sup>th</sup>, 2026 (two year agreement)

**Section 28.02** It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties or between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

**Section 28.03** Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this collective bargaining agreement:

For BallotReady

Name (Print) Alex Niemczewski

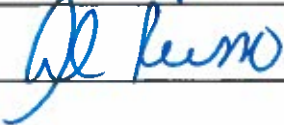
Title: CEO

Signature:  Date: 7/17/2024

For CWA Local 1101

Name (Print) Al Russo CWA Local 1101

Title: Executive Vice President

Signature:  Date: 7-16-24

## LETTER OF AGREEMENT

### ON SUPERVISORS & MANAGERS INCLUSION IN THE BARGAINING UNIT

BallotReady (“Employer”) and Communications Workers of America on behalf of itself and its Local 1101 (“Union”) (“CWA” or “Union”) (collectively, “parties”) enter into this Memorandum of Understanding (“MOU”) to address certain contingencies and conditions that the parties left unresolved at the point when they agreed on a process for voluntary recognition. However, nothing herein requires the Employer to add any supervisor or manager position to the Bargaining Unit.

Section 1. The parties’ Voluntary Recognition Process provided that certain named supervisor and manager positions who were not then classified as Senior Management “may be included in the Bargaining Unit subject to provisions and accommodations, acceptable to BallotReady, that are intended (1) to enable such staff to continue serving in responsible supervisory and/or managerial roles while avoiding conflicting interests arising from their inclusion in the same Bargaining Unit as employees they may supervise; and (2) to enable the Employer to maintain confidentiality with respect to conversations, deliberations and information relating to the supervisory and/or managerial functions such individuals may perform.”

Section 2. The parties have now reached agreement on the following initial provisions and accommodations, acceptable to BallotReady, to enable the inclusion of BallotReady supervisors and managers in the CWA-represented Bargaining Unit at this time:

A. If there is a disagreement between an in-Unit supervisor and an in-Unit employee over work related matters, CWA agrees not to intervene or mediate the dispute and to advise both parties to speak with BallotReady Human Resources.

B. When there is any investigation conducted into an in-Unit supervisor’s conduct, and that investigation involves interviewing other Bargaining Unit members, CWA will maintain a “firewall” that includes assigning different Union representatives to represent any in-Unit employees and any in-Unit supervisor(s) in the investigation, if CWA’s presence or other representation is requested.

C. CWA will be mindful of the inherent power dynamics between supervisors and employees and will not allow in-Unit supervisors to intimidate or otherwise pressure an in-Unit employee regarding their rights as employees under the NLRA, including participating or refraining from participating in union or concerted activity.

D. CWA understands that in-Unit supervisors remain accountable to BallotReady for performance of their supervisory responsibilities, including but not limited to conducting employee performance reviews and performance improvement plans when needed and maintaining the confidentiality of conversations, deliberations and information relating to their supervisory and/or managerial



functions.

E. In the event BallotReady believes a conflict of interest has arisen, CWA will meet promptly with BallotReady to reach a mutual agreement on addressing and resolving the problem.

# Remote Work Stipend

Similar to how we'd approach a physical office, BallotReady equitably supports staff by ensuring each employee has the resources necessary to thrive in their work regardless of their location. All part- and full-time employees receive a stipend per the below table to cover internet access/cell phone, build out their work-from-home setup, and/or use a local coworking space.

Part- and full-time employees are eligible to use their Remote Work Stipend (via their Ramp card) as of their first day of employment. Each bargaining unit employee will receive \$1200 a year. Management retains the right to amend and lower the amount allocated to the remote work stipend if business conditions, such as but not limited to, unprofitability and 6 months or less of runway require the reduction of expenses.

Note: These stipends are in addition to the technology package we offer all full-time employees and part-time Associates (laptop, 1-2 monitors, adapter/HDMI cable, Yubikey, etc.) through FirstbaseHQ. The monthly leasing costs of that standard technology package are not considered part of employees' yearly remote work stipend usage.

Except for ordering supplies from FirstBaseHQ, all remote work stipend purchases should be made using your Ramp card.

## Remote Work Stipend Usage Guidelines

The Remote Work Stipend is meant to support employees in covering the costs of working from home. Eligible purchases using the stipend are included below, and each is described in detail in the following sections:

- Work from home supplies
- Utilities
- Coworking space access

The Remote Work Stipend is not intended to be used to purchase regular groceries, coffee, dinners/meals, entry to leisure activities like movies or concerts, etc. If you have a question regarding what is covered under this policy, please reach out to People & Ops.

## **(a) Work From Home (WFH) Supplies**

### **1) FirstbaseHQ Supplies**

Through FirstbaseHQ, you can lease additional supplies to expand your home office setup. Each of these has a monthly fee associated with its leasing. Please note that because this model leases the equipment to you, all of these supplies ultimately belong to Firstbase,

which means if/when you decide to exit the company or want to use your remote work stipend differently, you will need to return the equipment to Firstbase (they provide detailed support on how to do this).

To view and/or order from the furniture catalog, reach out to people and operations to have your catalog assignment switched. You do not need to keep the boxes/packaging for any of your Firstbase materials.

## **2) Buy Your Own WFH Supplies!**

You can also put remote work stipend funds towards work from home supplies beyond FirstBase offerings. Examples of purchases you could make include, but are not limited to:

- Your own desk or chair
- Equipment (i.e., a printer, a ring lamp, a scanner)

## **(b) Utilities**

We understand that internet and phone access are paramount to most of our roles, so the Remote Work Stipend can also be used to cover utility fees such as:

- Internet
- Cell phone
- Electricity

### **Coworking Access**

As of now, BallotReady is not committed to one specific coworking space or location. You can use your stipend will be able to purchase credits, passes and/or other modes of access to one or more coworking space(s). BallotReady does not limit which spaces or locations you use this option in

### **Key Considerations**

Stipends do not roll over. Stipends are meant to be distributed on a yearly basis to support ongoing needs.

### **Definitions:**

Profit refers to the Cost of Goods Sold (COGS) and total expenses subtracted from recognized revenue.

Runway refers to the expected months remaining that the Company can continue to operate before ceasing operations. This number is calculated by applying the rate at which the Company spends money to the company's current cash balance, while taking into account the Company's projected forecast.