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AGREEMENT

between

COMMUNICATIONS WORKERS

OF AMERICA

LOCAL 3611

and

DEMOCRACY NORTH CAROLINA

Effective April 15, 2025

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Article 1. Jurisdiction

Democracy North Carolina ("Employer") recognizes CWA (the "Union") as the section 9(a) exclusive bargaining representative of all full-time and regular part-time employees of Democracy North Carolina**,** including, but not limited to, Development Associates, Digital Associates, Digital Media Associates, Digital Campaigns Associates, Election Protection Managers, Engagement Evaluation Specialists, Policy & Program Associates, Program Managers – Nonprofit & Direct Service Engagement, Program Managers – Young Adult Engagement, Regional Organizers, Senior Research Analysts, and Volunteer Program Associates employed by Democracy North Carolina in the State of North Carolina; but excluding temporary employees (as defined in this Agreement), confidential and managerial/supervisory employees as defined by the National Labor Relations Act ("NLRA") and any employees with authority to hire or fire employees or effectively recommend hiring or firing employees. Democracy North Carolina will endeavor to hire permanent jobs.

Article 2. Successorship

This Agreement shall be binding upon the parties hereto and upon their successors and assigns to the extent permitted by law. Democracy North Carolina shall not merge with another organization, or transfer control of its operations or any part thereof to another organization, without requiring the merging organization or transferee to assume the obligations of this Agreement. Democracy North Carolina shall give prior notice of the existence of this Agreement and of the terms of this Article to any prospective merging organization or transferee. Democracy North Carolina shall give notice to the Union of the merger or transfer transaction when the terms of the transaction have been agreed upon.

Article 3. No Strike/Lock Out Clause

1. During the term of this agreement, there shall be no strike, slowdown, or work stoppage by the Union. In addition, there shall be no secondary strikes where the Union calls a strike to support a different union.

2. There shall be no lockout by management where management prevents an Employee from working in furtherance of its position.

3. Employees cannot be disciplined or discharged for refusing to cross a lawful picket line.

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Article 4. Joint Union/Management Committee

1. Labor Management Committee: A labor management committee (LMC) will be established for review and discussion of workplace issues related to or outside of the collective bargaining agreement. The purpose of the LMC is to promote communication, problem solving, diversity, and collaboration between Democracy North Carolina staff and management regarding workplace matters and foster a more democratic organization. The LMC shall be empowered to investigate and report on issues as agreed to by the parties. The LMC shall not have the authority to amend or modify this Agreement and shall not have the power to restrict management rights recognized in this Agreement in any respect.

2. The LMC will consist of two (2) members of the bargaining unit who will be appointed by the union and two (2) members of Democracy North Carolina management. Members of the committee will be appointed on an annual basis for a one-year term, but any committee member may have an alternate as needed. The parties may invite other participants to an LMC meeting upon mutual agreement.

3. The LMC will meet at a mutually agreed upon time, as needed and no less than twice annually. Meetings may take place in person or on video or conference call.

4. Democracy North Carolina management shall establish a Google Drive folder for the purpose of sharing Labor Management Committee documents. In this folder, both parties of the LMC shall keep updated lists of committee members, agendas, and minutes from meetings.

5. The Union LMC team and the Democracy North Carolina management LMC team will strive to send agenda items at least one (1) week in advance of the scheduled LMC meeting. Agendas will be shared in the LMC Google Drive folder.

6. During the regularly convened meetings of the Committee, the Committee may discuss topics related to the general application of this Agreement and other workplace concerns, including, but not limited to, issues related to workplace safety, health, diversity, equity and inclusion.

Democracy North Carolina and the Union recognize it is in the best interests of both parties, employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure this relationship continues and improves, both parties agree that their respective representatives at all levels will apply the terms of this Agreement in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Both parties agree to conduct themselves in a respectful and responsible manner.

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Article 5. Dues Deduction

1. Upon an employee's voluntary written assignment, Democracy North Carolina shall deduct from the semi-monthly earnings of such employee**,** in accordance with the regular payroll practices of Democracy North Carolina and pay to the Union no later than the 15th day of each month an amount equal to Union initiation fees, dues, and CWA PAF contributions. The first such deduction for any applicable employee shall occur in the first pay period occurring 15 days after the Union provides notice of the applicable amount. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished to Democracy North Carolina by the Union. Such schedule may be amended by the Union at any time**,** but any modified deduction shall not take effect until after 30 days' written notice of such increase. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

Deduct Union Membership Dues

Name _____Date _____

I hereby authorize Democracy North Carolina to deduct each pay period from any wages then due me all membership dues owed by me to CWA 3611 in accordance with a table of membership dues furnished to Democracy North Carolina by the Union, and to pay such membership dues and CWA Political Action Fund contributions to the Union. This authorization may be revoked by me in writing via certified mail during the 10-day period preceding the expiration date of this Agreement and the same 10-day period each year during the life of the agreement to both Democracy North Carolina and CWA 3611.

3. The Union shall indemnify and hold Democracy North Carolina harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by Democracy North Carolina in complying with their agreement to collect any monies from their employees as set forth in this Article.

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Article 6. Union Activities

1. **Bulletin Board**: Democracy North Carolina shall designate a bulletin board in the break room of Democracy North Carolina headquarters office for the Union's exclusive use of providing information to its members. Postings must be authorized by the Union or designated CWA representative. The Union Bulletin Board will be clearly marked as such and will not display information of Democracy North Carolina. Given that the Employer is a section 501 (c)(3) organization, the Bulletin Board shall not be used for posting materials supporting or opposing any candidate for elective public office or for any other partisan political purposes.

2. **Access to Facilities**: In accordance with applicable policies of Democracy North Carolina facilities and visitors, a representative of CWA shall have access to the facilities of Democracy North Carolina and Bargaining Unit Employees during working hours to: 1) investigate disputes of possible or pending grievances; 2) settle disputes; or (3) address other matters relating to contract administration between the parties. If the CWA representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the CWA representative shall provide the Executive Director(s) or their designee no less than one full workdays' advance notice of the planned visit.

3. **Union Steward/Investigations**: The Union may designate two Bargaining Unit Employees as a steward in a written communication to Democracy North Carolina. The stewards shall be permitted to investigate a grievance on work time, (with no loss of pay). The steward shall be permitted to use a reasonable amount of work time in order to discuss workplace issues with management, and to be present with and to represent a Bargaining Unit Employee during disciplinary and/or investigatory interviews conducted by Democracy North Carolina.

4. **Grievances**: Stewards and employees shall be permitted to use work time to attend any grievance hearings, arbitration, labor-management meetings, bargaining and other meetings relating to contract administration between the parties that is mutually agreed upon and scheduled during regular working hours.

Article 7. Hiring, Transfers, Promotions and Vacancies

Seniority: In matters relating to promotions, transfers, choices of schedules, and all other selection-based processes, seniority shall govern to the extent possible and with the limitations set out below:

1. The seniority of any employee is determined by the length of the employee's service, computed in years, months, and days. The employee's seniority shall be determined by the employee's

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length of service from the employee's hiring date. Except, employees who have formerly been employed by Democracy North Carolina will be immediately given service credit for their previous time worked. The seniority of an intern who is reclassified to regular employee status shall be determined by the length of the employee's service in the position for which the Intern was hired. Service as an intern shall not count toward an employee's probationary period**,** but time served as an intern will be counted towards an employee's seniority**.** The use of temporary employees shall be limited to a term of employment not to exceed nine (9) months, unless such employee is covering for an employee on a leave of absence more than (9) months.

2. Except as otherwise noted in this Article, seniority shall be the determining factor in matters affecting promotions, demotions, and lateral transfers.

   When a vacancy occurs or a new job is created, such vacancy or new job will be posted internally via email for bargaining unit employees to express interest for a period of seven (7) working days before posting the position externally, and the Union will be provided a copy of such email posting on the same day the job is posted internally.

All postings for positions shall include:

- (1) job title;
- (2) job responsibilities;
- (3) qualifications;
- (4) specific salary range;
- (5) if the position is covered by a collective bargaining agreement, a statement to that effect.

Internal Candidates

Current employees who wish to apply for an open position shall express their interest in writing to Democracy North Carolina, and provide the information requested in the posting within the time frame specified in the posting, which shall in no event be less than five (5) workdays after the internal posting. Such current employee candidates will be considered "Internal Candidates." Internal Candidates who meet the minimum qualifications and experience will be considered for the vacancy before external applicants are sought. All decisions related to promotions, transfers, hires or filling of positions will be made in good faith.

1. No employee will be denied a promotion or transfer solely because he/she has not had the opportunity to complete Company training classes related to his/her present job or Company training classes related to the job that is to be filled.

Laid Off Employees

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As a general practice Democracy North Carolina will offer employees included in a layoff which occurred in the past eighteen (18) months any vacancies for which they are qualified prior to hiring external candidates. Vacancies that are filled by affected employees shall be governed by the seniority process of the Agreement.

Whenever Democracy North Carolina determines it appropriate to create a new job title in the bargaining unit, it shall be handled as follows:

1. Democracy North Carolina shall notify the Union in writing of the job title and shall furnish a job description of the duties and the wage rates and qualifications initially determined for the job title. Such wage rates shall be designated as temporary.

2. Following such notice to the Union at the bargaining level, Democracy North Carolina may proceed to staff the job title. The Union shall have the right, within 14 days from receipt of notice from Democracy North Carolina, to initiate negotiations concerning the initial wage rates and qualifications established as temporary by Democracy North Carolina.

3. If negotiations are not initiated or if agreement is reached between the parties within 30 days following receipt of notice from Democracy North Carolina concerning the wage rates, the temporary designation shall be removed from the job title.

4. If negotiations are initiated and the parties are unable to reach agreement within 30 days following receipt of notice from Democracy North Carolina, the Union shall provide Democracy North Carolina in writing a statement of their position containing the wage rate they consider appropriate for the new job. The issue of an appropriate wage rate shall then be submitted to a neutral third party (NTP), for determination of the final wage rate.

Democracy North Carolina shall not restructure or redefine an existing job title without negotiating the terms and conditions with the Union.

Temporary Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than nine (9) months. Temporary employees shall be excluded from these provisions.

Seniority Protection

1. When any employee is ill or incapacitated the employee shall not suffer loss of job or seniority standing for the duration of such illness or incapacitation, for periods up to 180 days.

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2. Any employee engaged to serve the Communication Workers of America, a local union or to perform work in the interest of the organized labor movement, shall be granted an unpaid time off up to 20 days per year and shall not suffer loss of job or seniority standing while so engaged.

3. When any employee takes a form of protected leave as defined in this contract – including but not limited to jury duty, parental leave and sabbatical leave – the employee shall not suffer loss of job, seniority or bargained benefit standing for the duration of such leaves.

4. When an employee is incarcerated as a result of organization-sanctioned actions as defined in Article 14 of this section, seniority shall not be impacted.

Article 8. Anti-Discrimination/Whistle Blowing

1. It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, perceived or actual race, creed, color, sexual orientation or identification, national origin, religious, mental or physical disability, gender identity or expression, marital status, genetic information, political affiliation, veteran status, legally protected medical condition including pregnancy and childbirth**,** and other characteristics protected by applicable law . It is further agreed that there shall be no discrimination against an employee for their legal Union activities. Sexual harassment will be considered discrimination under this article.

2. For information about the types of conduct that constitute harassment, please see the "Harassment" section below. This applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfers. It is the responsibility of every supervisor and employee to conscientiously follow this policy.

Discrimination Examples

- Refusal to implement workplace accommodations for mentally and physically disabled employees consistent with the Americans with Disabilities Act.
- Failing to make accessibility adjustments for differently abled employees consistent with the Americans with Disabilities Act.

Anti-Harassment

Democracy North Carolina is committed to providing employees with a work environment that is free of harassment based on race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age, disability, political affiliation, veteran status, union activity, or any other legally protected status. It is the responsibility of all employees of Democracy North Carolina to

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ensure- that no employee is illegally discriminated against. Harassment of any employee, contractor, intern, temporary employee, or project-funded employee is strictly prohibited.

Harassment Prohibited / Anti-Bullying Policy

Democracy North Carolina is committed to providing a workplace free of sexual harassment, which includes but is not limited to harassment based on perceived or actual gender, gender identity, pregnancy, childbirth, or related medical conditions, as well as harassment based on such factors as race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other basis protected by law. Democracy North Carolina strongly disapproves of and will not tolerate harassment of employees by supervisors or co-workers. Similarly, Democracy North Carolina will not tolerate harassment by its employees or non-employees with whom Democracy North Carolina employees have a professional relationship, this includes boards, volunteers, interns, vendors, and others. Democracy North Carolina will also make diligent efforts to prevent and protect employees from harassment by non-employees in the workplace. Democracy North Carolina is committed to preventing and ending discrimination and harassment even if the conduct has not risen to the level of a violation of law.

Harassment Defined

Harassment may take the form of verbal, physical, or visual conduct related to any of the legally protected bases described above. Such conduct constitutes harassment when: (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; (3) the conduct interferes with an employee's work performance; or (4) the conduct creates an intimidating, hostile, or offensive work environment.

Harassment may include, but is not limited to, the following: slurs, jokes, statements, or gestures; assaults; impeding or blocking another's movement or otherwise physically interfering with normal work; and pictures, drawings, or cartoons based upon an employee's protected status. Sexually harassing conduct includes all of these prohibited actions as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of any gender or sex, towards another person of any gender or sex.

Discriminatory harassment is verbal or physical conduct that demeans or shows hostility, or aversion, toward an individual because of his/her race, color, religion, gender, national origin, age, disability, or because of retaliation for engaging in protected activity and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
- Otherwise adversely affects an individual’s employment opportunities.

Abuse of Power/Bullying Defined

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Democracy North Carolina defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Democracy North Carolina will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. Such behavior violates Democracy North Carolina's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Democracy North Carolina considers the following types of behavior examples of bullying:

- Verbal bullying. Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself of herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.

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- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property)

Reporting and Investigating Harassment

Democracy North Carolina understands that victims of harassment are often embarrassed or reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee or other person should have to endure harassing conduct, and therefore, Democracy North Carolina strongly encourages anyone to promptly report any incidents of harassment so that corrective action may be taken.

Any incidents of harassment, including work-related harassment by Democracy North Carolina personnel or any other person, should be reported to your supervisor, to the Executive Director for investigation and or a CWA union representative. Any employee who receives a complaint or who observes harassing conduct should immediately inform a supervisor and the Executive Director so that an investigation may be initiated. Every reported complaint of harassment will be investigated thoroughly and promptly and handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

It is important to create more than two independent channels of reporting, one that utilizes the usual levels of management and one that provides an anonymous channel to report harassment, discrimination, and potential whistleblower issues. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. The Executive Director will notify the complainant of the results of the investigation. In addition to notifying Democracy North Carolina about harassment or retaliation complaints, affected employees and others may also direct their complaints to the United States Equal Employment Commission (EEOC), which has a time limit of 180 days to file complaints but may be extended by state laws.

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If an employee believes that the Executive Director has acted in a way that is illegal, unethical, or violates a company policy, such as the illegal or improper use of funds, sexual harassment, discriminatory behavior, violence, or financial problems being hidden from the Board, they should contact the Democracy North Carolina Board Chair. All complaints will be immediately provided to Democracy North Carolina's Executive Committee for further discussion and action. The Executive Committee will provide the results to the Board at the next board meeting. There will be no recrimination or other punishment for making such a complaint.

Retaliation Prohibited

Democracy North Carolina will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. No adverse action will be taken against any individual for good faith reporting of harassment. Retaliation by any Democracy North Carolina employee against an individual reporting harassment is an unauthorized violation of Democracy North Carolina policy and will lead to disciplinary action.

Corrective Action

If harassment or retaliation is established, Democracy North Carolina will take corrective action that may include, for example: training, referral to counseling, or disciplinary action ranging from verbal or written warnings to termination of employment, or discontinuation of relationships, depending on the circumstances.

Harassment by External Stakeholders or Vendors

Democracy North Carolina takes seriously any reports of harassment by external parties such as clients, partners, funders, or contractors. Anyone in management who receives such a complaint should advise the Executive Director immediately. Management shall take immediate steps to de-escalate the situation, remove the offender, and safeguard all employees and leaders. In the case of workplace violence, call 911 or institute your community safety practices should your policy be to limit or not engage with law enforcement. Management shall work with the target of the harassment to identify next steps and to determine whether or not law enforcement should be contacted. Management shall investigate and take appropriate steps to address the situation depending on the severity of the offense. Steps may range from issuing a warning, canceling service, getting a restraining order, and/or taking legal action.

Whistleblowing

If any employee reasonably believes that a policy, practice, or activity of Democracy North Carolina is in violation of law, or a clear mandate or public policy, that employee must file a written complaint with the Executive Director or Board Chair. This should be done by documenting the concern, including any relevant dates, actions and parties involved, and emailing, mailing or hand-delivering the documentation to the parties listed above.

Democracy North Carolina will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of Democracy North Carolina, or of an employee of Democracy North Carolina, or of another individual or entity with whom Democracy North Carolina has

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a business relationship, based on a reasonable belief that the practice is in violation of law, or a clear mandate or public policy.

Democracy North Carolina also will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Democracy North Carolina that the employee reasonably believes is in violation of a law, or a rule or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning the health, safety, welfare, or protection of the environment.

Democracy North Carolina requests and expects employees to bring the alleged unlawful activity, policy, or practice to the attention of management and provide the organization with a reasonable opportunity to investigate and correct the alleged unlawful activity.

Mutual Respect Policy

Democracy North Carolina employees are expected to act in accordance with the principles of treating each other honestly, accepting personal responsibility for their individual actions (accountability), and showing each other mutual respect. These principles are extended to interactions with Democracy North Carolina's organizational partners, donors, Executive Director(s), board of directors, volunteers, and the general public.

Article 9. Hours of Work

1. The standard full time status work week is typically 40 hours and may include the necessity to work nights and weekends.

2. The standard part time work week must average less than 30 hours a work week and may include the necessity to work nights and weekends.

3. Democracy North Carolina salaried employees and management recognize that the nature of work at Democracy North Carolina may require long, irregular hours, including evening and weekend work~~.~~ and that workload can increase seasonally in conjunction with election-based activities.

4. Democracy North Carolina recognizes that its mission and the nature of our work sometimes require exempt employees to work hours outside of a regular 9 to 5 work schedule and substantially more than 40 hours in a week (including evenings and weekends). Although Democracy North Carolina has a generous leave policy and non-traditional and extended work hours are expected, Democracy North Carolina also recognizes that employees need time to recover when long hours are required over an extended period of especially intense work (e.g., during a major election). Therefore, at

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the discretion of their supervisor, employees may be awarded Discretionary Recovery Time to recover from periods when they put in many additional hours or an extraordinary effort in a short period of time. This additional time off shall be taken as soon as possible, and no more than 30 days after the period of extra hours worked to prevent a cycle of burnout. Employees should make their request of their supervisor and work out an appropriate window and amount of time to take based on their most recent workload and upcoming commitments. Whether Discretionary Recovery Time is appropriate in a particular circumstance, and the amount of recovery time allowed, is at the discretion of the employee's supervisor, but shall not be unreasonably denied. If the requested time off is modified or denied, the supervisor shall provide a reason in writing.

5. To assist employees in balancing conflicts between work and commitments, Democracy North Carolina recognizes the value and need for alternative work schedules (ex. 4-day work week, work from home, hybrid working**,** etc.) on a regular or ad hoc basis**.** Employees should consult with their supervisor to mutually agree on an alternate work schedule and coordinate with other staff as far in advance as practicable. Democracy North Carolina will endeavor to apply alternative work schedules equitably within individual job titles.

6. Hourly employees will be paid at 1.5 times their regular rate of pay for all hours worked in excess of 40 hours in a work week**.**

Article 10. Time Off

Holidays

1. Employees are entitled to the following paid holidays each year: New Years Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth Day, American Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday.

2. In addition, Democracy North Carolina offices will be closed from December 25 through December 31 each year for employees to have an opportunity to relax, spend time with loved ones, and get refreshed before the new year begins.

3. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. Democracy North Carolina will issue a specific holiday schedule each January indicating the specific dates for each holiday that year.

4. Employees, with 30 days advance notice to their supervisor, may substitute time off to observe religious holidays other than Christmas and Good Friday holidays.

5. The Executive Director will have discretion to schedule closing the office. Staff will receive their normal pay and will not be charged vacation time during such a closing.

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Personal Time Off (PTO)

1. Full-time and salaried employees will be eligible for 30 days per calendar year of personal time off (PTO) accrued at a rate of 1.25 days per pay period.

2. Newly hired employees will be allowed to use up to five (5) days' vacation prior to it being accrued in the first calendar year of their employment with approval from their immediate supervisor. Under such circumstances, when employees accrue PTO, the used but unearned amount will be deducted from their PTO balance.

3. Full-time employees who are not on the payroll January 1st will be prorated 2.5 days of PTO per month.

4. All employees eligible for PTO are required to submit time-off requests in advance to their supervisor for approval via the timekeeping tools provided by the organization.

5. Employees are strongly encouraged to take their entitled PTO each year. Specifically, in order to ensure employees, have sufficient time off throughout the year, Democracy North Carolina strongly encourages employees to take at least five (5) days of PTO per quarter**.** Employees may carry over up to 15 days (120 hours) of PTO hours into the next calendar year.

6. Employees leaving service will be paid out all unused PTO.

Sick Leave

1. Employees may use their earned PTO for sick, safe, mental health, or family medical leave.

2. PTO for sick leave may be used only for a staff member's illness, mental wellness, for medical appointments, or for attending to the health of a family member or domestic partner.
    a. 'Family' is defined as people with whom the employee has a close and committed personal relationship, such as a parent, spouse or domestic partner, children, in-laws, grandparents, grandchildren, or a sibling.

3. Democracy North Carolina will provide employees who have exhausted their paid time off up to 5 "safe days" when an employee or ~~a~~ their family member is a victim of violent crime, domestic violence, sexual assault, or stalking, and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has

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temporarily relocated as a result of the domestic violence, sexual assault or stalking. The Executive Director has the discretion to allow additional "safe days" as appropriate**.**

a. Democracy North Carolina will maintain the confidentiality of a person who requests leave under this policy, to the extent allowed by law.

4. The process to call in sick is as follows: Employees are required to contact their immediate supervisor via phone or text, at least one hour in advance of their scheduled shift**,** unless the supervisor and employee agree to a different arrangement. Regardless, the supervisor is encouraged to follow up with the employee prior to close of business hours on the last day of their sick leave to determine whether further time off will be needed.

5. If an employee is out for three or more consecutive days without making any contact with their supervisor or other leadership on staff, a doctor's, counselor's or third-party note regarding their absence must be submitted to the HR Manager. This note does not need to include any personal details about the employee's absence.

6. Quarantine. Absence due to unavoidable quarantine issued by public health authorities or a physician shall not impact PTO, until the organization implements its quarantine policy to resume work.

7. After three or more business days of consecutive absences, Democracy North Carolina will send the employee a certified overnight letter, an email and a text to the employee's cell phone & emergency contact number on file with Democracy North Carolina requesting confirmation of an intent for the employee to return to work. Within three business days of delivery of email and/or letter, employees must respond to Democracy North Carolina confirming their intention to return to work. Employees who do not respond within three business days of the delivery of employer communication will be presumed to have abandoned their job. Employees returning to work will use any available PTO for such absences.

Article 11. Other Leaves

Parental Leave

In connection to the birth or adoption of a child, Democracy North Carolina full time, part time and salaried employees are entitled to take one (1) week of paid parental leave for every month they have worked at Democracy North Carolina, up to twelve (12) months of employment. After one year of employment, employees are eligible for twelve (12) weeks of paid parental leave.

The full time or salaried employee may apply personal time off (PTO) to extend paid leave, but maximum parental leave will not exceed a total of 18 weeks with prior approval of the employee's

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Department Director. Upon returning to work, the employee is entitled to their same position, with no loss of seniority. The employee will continue to receive all benefits while on parental leave (subject to the terms, conditions, and other requirements of any applicable health and/or welfare plan). Democracy North Carolina is authorized to use contractors during the employee's absence in order to cover the duties of the employee while on leave. Democracy North Carolina will notify the Union in writing should they elect to use contractors in this situation.

Democracy North Carolina employees are not legally covered by the family and medical leave act (FMLA). FMLA only covers employees who have worked at least 1250 hours over the past year for an employer that employs 50 or more employees. If there are cases when employees need additional time off, employees shall discuss the need for additional time with their Department Director, who may approve or deny the employees' request at their discretion.

Sabbatical

Each salaried or full-time staff person is entitled to three months paid sabbatical leave after every six years of service. Sabbatical time will not reduce paid vacation time to which an employee is also entitled. Sabbaticals must be scheduled at least three months before the scheduled start of the sabbatical. The employee should work with the Department Director to find a time for the sabbatical that works for the department and no more than one person per department can be out on sabbatical simultaneously. Staff who take advantage of the sabbatical policy need to make a one-year commitment to Democracy North Carolina after the completion of the first sabbatical.

Military Leave

Employees deployed by the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with Democracy North Carolina been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services. Employees on Military Leave shall not accrue vacation or sick leave and are responsible for their health insurance.Employees will be excused with pay for all drill requirements.

Bereavement

Employees will be paid up to three days of bereavement time for the loss of parents, siblings, children, spouses, romantic partners, in-laws or grandparents**,** or other significant close relationships. If needed, additional paid bereavement time can be approved by a Executive Director. Honest communication between supervisors and workers is imperative.

Absences Excused with Pay

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In addition to other provisions of this Agreement calling for absences with pay, employees shall be excused without loss of regular pay for absences due to, and in conformity with, any of the following:

Jury & Witness Duty

1. Democracy North Carolina recognizes jury and witness duty as a civic obligation. As such, employees who receive an official summons/subpoena for jury or witness duty will be excused from work to perform this duty and must notify their immediate supervisor of jury duty or witness duties as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees must show the jury duty summons or witness subpoena to their supervisor with a copy to the HR Manager.

2. An employee called for jury duty; subpoenaed as a witness; or otherwise requested to testify as a witness by Democracy North Carolina, shall be permitted the required time off, with pay, to answer the jury panel requirements or any such witness obligations, but shall return to work immediately after dismissal by the court, time permitting. Employees must inform their supervisor each day of the status of jury duty or any such witness obligations. Employees called for jury duty may retain any fees received for jury duty.

3. Employees required to appear in court on behalf of Democracy North Carolina shall receive their regular pay and travel during such appearance.

4. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than Democracy North Carolina Employees are free to use any accrued, unused PTO time for this time out of the office.

Elections

1. As Democracy North Carolina is committed to enabling all voters to carry out their civic duty and participate in national, state, and local elections, the organization encourages its employees to vote and allows for 2 hours paid time off from work to cast their ballots on election day or during the early voting period.

Article 12. Grievances and Arbitration

Grievances

1. The Union shall designate two Bargaining Unit Employees of its own choosing as stewards to take up with Democracy North Carolina or authorized agent any dispute arising from the interpretation or application of this contract. The subject of a grievance may be, but is not

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limited to, working conditions, safety, discipline, separation from the organization except in the introductory period, interpersonal working relationships, promotions, other material job changes, sexual or other harassment, differential application of employment policies, procedures and practices, and all forms of discrimination prohibited by this agreement.

2. If an employee believes that the Executive Director has acted in a way that is illegal, unethical, or violates a company policy, such as the illegal or improper use of funds, sexual harassment, discriminatory behavior, violence, or financial problems being hidden from the Board, in addition to utilizing the grievance process, they should contact the Democracy North Carolina Board Chair. All complaints will be immediately provided to the Democracy North Carolina's Executive Committee for further discussion or action. The Executive Committee will provide the results to the Board at the next board meeting. There will be no recrimination or other punishment for making such a complaint.

3. The Union and Democracy North Carolina shall resolve grievances using the following procedure.
    a. Step One: It is agreed that the Union and Democracy North Carolina shall make reasonable efforts to resolve the dispute at its earliest possible stage. To that end, the affected employee, referred to as the "grievant" and their steward shall meet with the employee's immediate supervisor to attempt to work out any dispute prior to filing a formal (written) grievance. A timely grievance is 30 days after having knowledge of the occurrence.

    b. Step Two: If a meeting with the immediate supervisor in Step 1 does not resolve the dispute, a grievance shall be filed in writing with the Grievant's supervisor, with a copy to the Executive Director, within thirty working days (30) after the denial of step 1. Efforts to adjust grievances shall be made on Democracy North Carolina work time. Within fifteen (15) business days of receiving the grievance, the Executive Director shall meet with the Union's Representatives to discuss the dispute. Within ten (10) business days of the meeting the Executive Director shall respond to the Union's Representative in writing with a proposed resolution. If Democracy North Carolina does not respond, or the parties are unable to reach a satisfactory resolution of the grievance**,** the Union may proceed to arbitration in accordance with the Arbitration process outlined below.

    c. Grievances related to the discharge of an employee shall be presented initially by the Union at Step 2 of the grievance process. A timely discharge grievance is 30 days after having knowledge of the occurrence.

4. The term "grievant" shall refer to the party on whose behalf a grievance is filed and may include: any individual Union member, a group of Union members or the Union.
5. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties. If any responses are not received within the prescribed time limits, the Union may move the grievance to the next Step of the grievance procedure.

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Arbitration

1. In the event that a grievance between Democracy North Carolina and the Union as to the meaning or application of a provision(s) of this Agreement has not been settled to the satisfaction of the parties involved through the grievance procedure during the term of this Agreement, either Democracy North Carolina or the Union may, within sixty (60) calendar days after the answer of Democracy North Carolina at Step 2 of the grievance procedure, request by written notice to the other party that the grievance be submitted to arbitration. No request for arbitration shall be valid which is not made within the time prescribed.

2. Within ten (10) days after receipt of a written request to arbitrate, the parties shall confer to select an arbitrator. The parties agree to select an impartial arbitrator from a list of seven (7) members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike one name each until one name remains. The person so named shall be the arbitrator for the case being arbitrated.

3. The Arbitrator shall conduct the arbitration hearing in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS). The hearing shall include the presentation of evidence by each party with the right to direct and cross-examination. Witness testimony at the hearing shall be under oath. The arbitrator shall render a decision within a period of sixty (60) days after the latter of the conclusion of the hearing or the filing of briefs**,** unless both parties agree to an extension of such period. The arbitrator shall find the facts and render his/her decision and award in writing.

4. An arbitrator may hear only one grievance at a time unless otherwise agreed to in writing by both parties.

5. The power and authority of the arbitrator shall be strictly limited to determining grievances concerning the interpretation and application of the terms of this Agreement. The arbitrator shall confine himself/herself strictly to the facts submitted in the hearing, the evidence before him/her and the terms of this Agreement.

6. All expenses and charges of the arbitrator shall be borne half by Democracy North Carolina and half by the Union.

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7. The arbitration hearings will be conducted at times and places mutually agreed upon by the parties. Each party shall bear its own cost of preparation, including those of witnesses and representatives at the hearing.

8. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.

9. The decision and award of the arbitrator shall be final, conclusive and binding upon both parties, and upon the aggrieved employee or employees.

10. For any grievance arbitrated under the provisions of this Section, Democracy North Carolina shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as vacations) for more than eighteen months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of Democracy North Carolina) after the date of the disciplinary action. Delays at the specific request by the Union in which Democracy North Carolina concurs shall not be included in such additional time.

Article 13. Progressive Discipline

Democracy North Carolina disciplinary and corrective action process is progressive and is designed to protect and promote the fair treatment of all employees. Democracy North Carolina has the right to discipline and/or discharge employees only for just cause. Discipline may be required for substandard job performance, safety violations, failure to follow Democracy North Carolina policies, excessive absenteeism or tardiness and apparent inability to work under Democracy North Carolina direction or other problems that may arise.

Democracy North Carolina is responsible for identifying alleged problems with employee behavior or performance and assisting in their resolution.

The Union or employees may grieve disciplinary action they believe to be unjust through the Grievance Procedure.

Democracy North Carolina generally utilizes a progressive disciplinary action process to provide employees with notice of deficiencies and the opportunity to improve. Except in the case of gross misconduct, Democracy North Carolina may only terminate an employee after the accumulation of three (3) written progressive disciplines in one twelve-month period, except in the case of serious misconduct, as described below in Step 4: Discharge for Just Cause. The steps of discipline are as follows:

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Step 1: Verbal Counseling

Democracy North Carolina may select to verbally counsel an employee following a minor offense. Supervisors are to inform the employee of the seriousness of the meeting and follow up with an email that states the conversation was a verbal counseling. The goal of this option is to engage Democracy North Carolina and the employee in jointly correcting any performance or conduct concerns one on one, rather than punish the employee. The employee may request a follow-up meeting with a union steward present. A record of the counseling and any Improvement Plan shall be kept in the employee's personnel file for 6 months.

Step 2:Written Warning

If Democracy North Carolina concludes that a written warning is justified, Democracy North Carolina will meet with the employee and present them with a written notice of corrective action specifying the conduct or behavior at issue and the corrective action that should be taken by the employee in order to avoid further disciplinary action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected, in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If Democracy North Carolina selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. The performance improvement plan should be developed with input from both the employee and their supervisor. Democracy North Carolina and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the written warning and any Improvement Plan shall be kept in the employee's personnel file for 9 months.

Step 3: Final Warning

Prior to a supervisor authoring a final written warning, a meeting shall be held to ensure that all relevant information has been collected and considered prior to imposing this level of discipline. The meeting shall include the affected employee(s), supervisor(s) and union steward or representative. After such meeting, if Democracy North Carolina concludes that a Final written warning is justified, Democracy North Carolina meets with the employee and presents them with a written notice of corrective action. A final written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. Democracy North Carolina and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the final warning and/or any plan for improvement ("Improvement Plan"). A record of the Final written warning and any Improvement Plan shall be kept in the employee's personnel file for 12 months.

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Step 4: Discharge for Just Cause

No employee shall be discharged except for just cause. Just cause includes following the progressive steps of discipline in one twelve-month period or the single occurrence of serious misconduct. Serious misconduct includes but is not limited to; gross insubordination; theft of personal or organizational property; possession, use or sale of illegal substances or alcohol on Democracy North Carolina property or during work time or while representing Democracy North Carolina; sexual misconduct; and creating an unsafe workplace. Engaging in serious misconduct may result in immediate termination; after all relevant information has been collected and considered.

If the retention period for a disciplinary entry has elapsed, the matter will be considered closed. Once a discipline entry is closed, any related data will also be removed with the entry from the personnel file and should not be taken into consideration in the future.

Review of Personnel File

Personnel files are the property of Democracy North Carolina, and access to the contents thereof is restricted to the HR Manager and those staff (such as the Executive Director, a Department Director, an employee's direct supervisor, or the employee whose file is being requested for review) who have a legitimate reason to review information in a file. An employee may review their personnel file upon the employee's request, at a mutually agreeable time and under the supervision of the HR Manager or the Executive Director.

Introductory Period

All newly hired employees must complete a 90-day introductory period. The purpose of this introductory period is to give both the new employee and organization the opportunity to evaluate employment suitability in terms of knowledge, skills, abilities, teamwork, and interest. The employee's performance will be reviewed at the end of 90 days by their direct supervisor. This may include oral and/or written evaluations. Discipline received during an employee's introductory period shall be subject to the grievance procedure, but not the arbitration process.

Article 14. Arrests

1. When a Democracy North Carolina employee is arrested while on the job in connection with his, her or their duties, Democracy North Carolina will do the following:

a. For planned**,** work-related, Democracy North Carolina approved arrests (where an employee and supervisor discuss the potential for arrest~~s~~ in connection with Democracy North Carolina duties and an employee is granted approval for arrestable actions), or unapproved work-related arrests within reason employees shall be paid regularly for the duration of the incarceration.

b. For planned, work-related, Democracy North Carolina -approved arrests (where an employee and supervisor discuss the potential for arrest in connection with Democracy North Carolina

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duties and an employee is granted approval for arrestable actions), Democracy North Carolina, in the event that it is not provided by affiliated or allied partners, will provide legal counsel and make every effort to get employees out of jail as soon as possible.

2. Legal Expense: Democracy North Carolina will provide legal counsel for employees if she/he is required to appear in court for actions resulting from the performance of their assigned duties under this contract, and will further pay or arrange for payment on their behalf**,** any bail, fines, judgments or penalties imposed upon her/him as a result of their performance of Democracy North Carolina duties. Driving and parking infractions are excluded from this provision.

Article 15. Severability

Should any provisions of this Agreement be determined to be in violation of any federal, state, or local law, or regulation, such determination shall not in any way affect the remaining provisions of the Agreement which shall remain in full force and effect. The Union and Democracy North Carolina shall negotiate such modifications in good faith as are necessary for compliance with the law.

Article 16. Expenses

General Expenses

1. During the normal course of business, employees may incur expenses on behalf of the organization. Employees will be reimbursed for such expenses as follows.

2. Staff members must submit Expense Reimbursement forms with original or scanned receipts once per month, as requested by the Accounting and Payroll Manager. Requests for reimbursement may be submitted more frequently as long as they are submitted with the associated receipts.

3. Expense documentation should include the vendor name and contact information, the reason for expenditure or purpose/product/service provided, the date of purchase, the amount of purchase and any terms associated with the purchase.

4. Expense Reimbursement requests are submitted by employees to the Accounting and Payroll Manager using the approved Expense Reimbursement Form with a copy to their supervisor for approval. The Accounting and Payroll Manager reviews the employee documentation, checks for accuracy and attaches the documentation to a General Payment Voucher. The same process used for vendor invoices is followed for making reimbursements to employees.

5. Reimbursement requests that are not accompanied by receipts will not be reimbursed. Employees who do not submit reimbursements in a timely fashion (at the end of the month in which they occurred) might not be reimbursed, at the discretion of the Executive Director.

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Travel and Mileage Expense

1. Mileage will be reimbursed at the IRS maximum rate. The Finance and Operations Director confirms the IRS maximum allowable rate on an annual basis and communicates the yearly rate for Democracy North Carolina.

2. Employees who travel frequently for the organization may use smartphone applications to track their travel expenses. Reports generated from these applications are approved for submission for mileage reimbursement.

3. Employees must submit either a Mileage Expense Report from their mileage tracking application or an Expense Reimbursement Report with manual calculation of their mileage at the end of the month indicating the date and purpose of travel.

4. Business travel expenses (airfare, hotels and rental cars) must be approved in advance by the Executive Director. Employees will be reimbursed up to the IRS maximum allowable rate (based on location) for meals and entertainment. This amount is updated annually. Check with the Finance and Operations Director for the current rate. Expenses incurred over the applicable Per Diem meal rate in a given day are the responsibility of the employee.

5. Employees must submit an Expense Reimbursement Report no later than the end of the month in which the travel took place on behalf of Democracy North Carolina. All receipts and documentation of expenses must accompany the Report, and it must be approved by the employee's immediate supervisor.

6. Failure to submit Expense Reimbursement Reports with appropriate documentation in a timely manner may result in discharge of the reimbursement.

Meal Expenses

1. Whenever an employee takes someone out for a meal, the IRS considers it to be an entertainment expense. All receipts must be kept for this type of meal and submitted with the Expense Reimbursement Report.
2. If the meal was preceding, during or following a substantial and relevant business discussion on a subject associated with Democracy North Carolina, the meal is allowable. In that case, the employee should note on his or her Expense Reimbursement Report what business they conducted during, before or after the meal and with whom the meeting was held.
3. Employees who travel a significant distance to and from their home or office to a business meeting on a single day may expense a meal within the timeframe of their travel. Expense Reports for these receipts should include the purpose of the travel. Breakfast should only be charged when a staff member has participated in an overnight business event.

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4. Note that alcohol is generally not an approved expense. Meal receipts that do not coincide with a legitimate business purpose are not reimbursable. If charged on the organization credit card, the illegitimate expense will be deducted from the next available reimbursement to the employee.

Company Credit Cards

1. Democracy North Carolina maintains business credit cards for select employees to make purchases on behalf of the organization without incurring personal expense. Employees are issued a card in the employee's name as an employee of Democracy North Carolina. Employees may decline to take a Democracy North Carolina credit card and instead choose to have eligible business-related expenses reimbursed by Democracy North Carolina in accordance with its reimbursement policy.

2. Employees are assigned a specific credit limit based on the needs of their department, and all credit card activity is monitored by the Accounting and Payroll Manager and Finance and Operations Director.

3. Employees that receive credit cards are expected to be fiscally responsible with this organizational property and must adhere to the following rules governing use of Democracy North Carolina credit cards:

    a. Employees may use the credit card for Democracy North Carolina business purchases only.
    b. Employees must use the credit card only to incur expenses within the approved budget of their department.
    c. Employees are accountable for staying within the credit limit that has been assigned to them.
    d. Employees may not allow another Democracy North Carolina employee or any other person to use their assigned Company credit card without express, written authorization of the Finance and Operations Director or the Executive Director.
    e. Employees must timely submit Expense Reports and all Company credit card receipts to the Accounting and Payroll Manager**,** with a copy to their supervisor.

4. Employees should refer to the Credit Card Acknowledgment and Acceptance document in the Human Resources Procedures Guide to review additional guidelines that apply to any employee issued a business credit card. Employees are required to sign this agreement upon issuance of their card.

Cell Phone Reimbursement

Upon the one-time submission of the cover page of a typical cell phone bill from the provider to Democracy North Carolina Accounting and Payroll Manager, all employees will receive a monthly cell phone reimbursement of up to seventy-five ($75) dollars per month**.** Employees must submit an expense

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reimbursement to the Accounting and Payroll Manager, with a copy to their supervisor at the end of the month in which they seek reimbursement**.**

Article 17. Wage Schedule

1. Newly hired employees shall be placed on the appropriate wage band and step for their job classification and years of experience on their date of hire. Employees transferring positions within the Bargaining Unit, or from a non-bargaining unit position to a bargaining unit position, shall be placed on the appropriate wage band and step for their job classification and years of experience on their date of transfer. For those employees who have more years of experience than there are steps on a particular wage band, the appropriate step is the top step in that wage band.
2. On the date this Agreement goes into effect, all employees shall advance to the wage band above their current salary as of April 02, 2025. On July 1 of each calendar year thereafter during the term of this Agreement, employees will advance to the next step in their wage band. Those employees who are hired or promoted after April 1 of any year will remain at the Step at which they were hired or promoted until July 1 of the year immediately following the first full year of their employment. Upon reaching the top of their wage band, employees will thereafter receive a 4 % raise on July 1 of every year. If at the start of any given year, funds are not available for a raise for employees at the top of their wage band, Democracy North Carolina and the Union will discuss the most equitable solution moving forward.
3. Democracy North Carolina at its discretion may choose to hire employees at any step of the designated wage band based on the candidate’s qualifications and/or experience.
4. Democracy North Carolina at its discretion may award bonuses to employees. Bonuses will be applied equitably among employees.
5. Movement from part-time to full-time positions will only occur with agreement from the employee.

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Salary/Wage Bands

Position Titles: Part-Time Hourly: Engagement Evaluation Specialist, Regional Organizer

Step 1 $30.25/Hour
STEP 2 $31.31/Hour
Step 3 $32.40/Hour
STEP 4 $33.54/Hour
Step 5 $34.71/Hour
STEP 6 $35.93/Hour

Position Titles: Development Associate, Digital Associate, Volunteer Program Associate, Digital Campaigns Associate, Policy & Programs Associate, Digital Media Associate, Full Time: Regional Organizer,

Step 1 $55,000.00
STEP 2 $56,925.00
Step 3 $ 58,917.38

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STEP 4 $60,979.48
Step 5 $63,113.77
STEP 6 $65,322.75

Position Titles: Program Managers - Nonprofit & Direct Service Engagement; Young Adult Engagement; Election Protection.

Step 1 $61,800.00
STEP 2 $63,963.00
Step 3 $ 66,301.71
STEP 4 $68,518.76
Step 5 $70,916.92
STEP 6 $73,399.01

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Position Titles: Analysts & Research: Senior Policy Analyst

Step 1 $75,000
STEP 2 $77,625.00
Step 3 $80,341.99
STEP 4 $83,153.84
Step 5 $86,064.23
STEP 6 $89,076.47

Article 18. Retirement/403(b) Plan

Eligible Democracy North Carolina employees may participate in the organization's 403(b) retirement plan through Vanguard. Eligible employees include:

- all full-time permanent employees
- part-time employees who have logged 1000 or more hours for the organization in a 12-month period
- part-time employees who have logged 500 or more hours in each of two consecutive years

Contributions are made by the employee through a payroll deduction, in which the employee agrees to have a portion of their pay (which may either be a percentage or a dollar amount) diverted directly to their 403(b) fund. Contributions may be pre-tax, post-tax, or Roth, provided the amount does not exceed IRS limitations. Participants in Democracy North Carolina 403(b) Retirement Plan are always 100% vested in all Plan accounts.

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5.25% Employer Match: Democracy North Carolina will match all eligible employees 403(b) contributions up to a maximum of 5.25% of the employees' compensation. New hire employees will be automatically registered with Vanguard in the 403(b) plan upon providing their name, social security number, and date of hire. After a 90-day probationary period, employees may begin participating in the plan and may determine their own contributions consistent with the terms and conditions of the plan.

2% Non-elective Employer Contribution: Additionally, Democracy North Carolina will contribute to each eligible employee's 403(b) account an amount equal to 2% of the employee's compensation. This non-elective contribution is in place for all eligible employees after a 90-day probationary period for new hires. The timing of the 2% non-elective contribution is at the discretion of the Executive Director, but typically funds will be deposited into participating accounts on the last pay day of each fiscal quarter.

Article 19. Insurance

Democracy North Carolina shall provide employee-only Medical, Dental, and Vision insurance coverage for regular full-time employees at no cost to the employee. Employees may add their families to these insurances under the terms and conditions of the insurance plans. Democracy North Carolina will pay 50% of the premium for family members added to the insurances. Democracy North Carolina will pay these premiums directly to the insurer, and the employee will authorize the balance to be paid as a payroll deduction. Employees become eligible for Medical, Dental and Vision insurances on the first day of the month immediately following the start of the employee's employment with Democracy North Carolina.

Democracy North Carolina shall provide employee-only Life and Accidental Death and Dismemberment insurance coverage for regular full-time employees at no cost to the employee. Employees may not add their families to this insurance. Democracy North Carolina will pay these premiums directly to the insurer.

The terms and conditions of these insurances are governed by their respective plan documents, which are available to employees and the Union upon reasonable request at any time. Democracy North Carolina reserves the right to modify Democracy North Carolina contributions towards premiums for these insurances and/or to modify the terms, conditions, and benefits of these insurances if required to comply with state or federal law, including changes imposed by the carrier at annual renewal relating to Affordable Care Act compliance. Absent the need to make changes to comply with state or federal law, including changes imposed by the carrier at annual renewal relating to Affordable Care Act compliance, Democracy North Carolina agrees that it will not make changes to Democracy North Carolina's contributions towards premiums for these insurances and will endeavor to make every effort to avoid substantial changes or impacts to employees' health insurance coverages, including the terms, conditions, and benefits of these insurances.

Democracy North Carolina reserves the right to shop for and select a new plan for the renewal period, which may include consideration of plans provided by different carriers, so long as the coverage under the new plan is substantially similar and the employer's contribution percentage does not change.

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If, at the annual renewal of such insurances, the benefits provided are not substantially the same, or the cost of such benefits (or substantially similar benefits) has increased by more than 15%, Democracy North Carolina reserves the right to shop for and select a new plan for the renewal period, which may include consideration of plans provided by different carriers**,** at different levels of coverage and modified employer contributions.

To the extent the employee is otherwise eligible for health coverage under the applicable terms and conditions**.** Democracy North Carolina will continue to fund an HRA for all employees at the current rate during the term of this Agreement. Bargained employees will receive increases equal to the amount given to non-bargained employees.

Article 20. Management Rights

Democracy North Carolina shall have the sole and exclusive right to establish, make changes to, and decide questions or address concerns regarding Democracy North Carolina's mission, goals, programs, priorities, strategies, structure, budgets, and operations; to manage the organization and direct employees, including the right to maintain order, efficiency, and confidentiality; to decide upon equipment, facilities, and software for performing the work of the organization; and to determine the public messaging for the organization. In addition, Democracy North Carolina retains all rights, privileges, and prerogatives normally held by management, except to the extent they are waived or limited in this Agreement. This includes the right to set workplace policies; determine the type of work to be done; the location of work; the method and process of rendering services; the right to establish work quality standards; the right to hire; the right to suspend, discipline or discharge employees for just cause; the right to layoff or promote; the right to establish new jobs, titles and positions, and to change the content, duties and expectations of existing jobs, titles and positions**.** Notwithstanding the foregoing, substantially changing the functions, requirements, or reporting locations of existing bargaining unit positions shall only occur after consultation and bargaining with the Union. The foregoing, however, is not intended to diminish Democracy North Carolina management's commitment to an exchange of ideas and information with the Union on all matters affecting the workplace, and to promote dialogue with and input from employees on the foregoing matters. Neither the failure of Democracy North Carolina to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall, on its own, constitute a waiver of such right or a binding precedent restricting Democracy North Carolina's discretion. Nothing in this Article shall constitute a waiver by the Union of any rights it otherwise may have under law, nor shall any provision herein be construed so as to limit the rights of the Union or employees under the National Labor Relations Act.

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Duration and Renewal

This Agreement will take effect as of April 15, 2025 and remain in effect through July 1, 2028. Within ninety (90) days prior to the expiration date of this Agreement, Democracy North Carolina and the Union may initiate negotiations for the new Agreement to take effect July 1, 2028. The terms and conditions of this Agreement shall remain in effect during such negotiations. This Agreement can be modified by mutual written agreement of the parties at the bargaining level.

Democracy North Carolina Executive Director Signed by: Adrienne Kelly 1620C86AB8104FD...

Date 6/13/2025

Democracy North Carolina Board Chair Signed by: Marcus Bass FBCBC484C53E4BA...

Date 6/15/2025

CWA Local 3611 President Signed by: Timothy Hicks 6ED05D50BDC14D3...

Date 6/12/2025