



International Brotherhood of Electrical Workers
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TABLE OF CONTENTS

PREAMBLE 2
ARTICLE 1 – UNION RECOGNITION 2
ARTICLE 2 – UNION SECURITY, DUES DEDUCTION, AND P.A.C. 2
ARTICLE 3 – MANAGEMENT RIGHTS 3
ARTICLE 4 – CONTRACT ADMINISTRATION 4
ARTICLE 5 – EMPLOYEE DATA 4
ARTICLE 6 – ACCESS TO EMPLOYEES 4
ARTICLE 7 – STEWARDS AND UNION LEAVE 5
ARTICLE 8 – JOB POSTING AND HIRING PROCESS 5
ARTICLE 9 – NON-DISCRIMINATION 5
ARTICLE 10 – HOUSING 6
ARTICLE 11 – WORK ASSIGNMENTS 6
ARTICLE 12 – INITIAL EMPLOYMENT 6
ARTICLE 13 – PERSONAL SERVICES 7
ARTICLE 14 – HOURS AND SCHEDULES 8
ARTICLE 15 – HOLIDAYS 8
ARTICLE 16 – OFFICE SUPPLIES 9
ARTICLE 17 – COMPENSATION AND JOB CATEGORIES 9
ARTICLE 18 – EXPENSE REIMBURSEMENTS AND STIPENDS 10
ARTICLE 19 – INSURANCE AND RETIREMENT BENEFITS 10
ARTICLE 20 – EMPLOYEE LEAVE TIME 11
ARTICLE 21 – HEALTH AND SAFETY 11
ARTICLE 22 – SENORITY, LAYOFFS, AND RECALL 13
ARTICLE 23 – DISCIPLINE 14
ARTICLE 24 – COMPLAINTS AND INVESTIGATIONS 15
ARTICLE 25 – SEXUAL HARASSMENT AND ASSAULT 16
ARTICLE 26 – GRIEVANCE AND ARBITRATION PROCEDURE 18
ARTICLE 27 – WORK STOPPAGES, STRIKES, AND LOCKOUTS 21
ARTICLE 28 – SEVERABILITY 21
ARTICLE 29 – TERM OF AGREEMENT/SIGNATURE PAGE 22

PREAMBLE

Whereas, the Ohio Democratic Party (hereinafter referred to as the "Employer" or "ODP") and Local Union 1466 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union") mutually desire to establish a constructive, cooperative, and harmonious relationship; to establish an equitable and peaceful procedure for the resolution of differences; and to successfully complete the campaign's mission.

Now therefore, the Employer and the Union hereby enter into the following binding collective bargaining agreement ("Agreement").

ARTICLE 1 UNION RECOGNITION

- a. This Agreement is between Local Union 1466 of the International Brotherhood of Electrical Workers ("Union") and the Ohio Democratic Party ("Employer").
- b. On July 10, 2020, The Employer voluntarily recognized the Union as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work, and other conditions of employment for all personnel employed or to be employed by the Employer on the Ohio Democratic Party's Coordinated Campaign project classified as a Field Organizer, Organizer, or Digital Organizer. "Employee" and "employees" as used in this Agreement shall include only those individuals employed by the Employer in the job classifications set forth above. All other employees of the Employer are excluded from the bargaining unit. The only purpose or intent of this article is to identify the persons the Union represents. This article is not to be interpreted or applied for any other purpose.

ARTICLE 2 UNION SECURITY, DUES DEDUCTION, AND P.A.C.

Union Security. All employees who are currently members of the Union on the Effective Date of this Agreement shall, as a condition of continued employment, continue to pay the Union working dues. All employees who on the Effective Date of this Agreement are not yet members of the Union shall begin paying Union working dues no later than thirty (30) days following the Effective Date of this Agreement as a condition of continued employment and shall continue to pay the Union working dues in order to continue in employment. All new employees hired after the Effective Date of this Agreement shall begin paying the Union working dues no later than 30 days following the date of their employment as a condition of

continued employment and shall continue to pay the Union working dues in order to continue in employment. The Employer agrees to discharge any employee who does not pay the Union working dues within seven (7) calendar days after receipt of written notice from the Union that such employee is delinquent in their payment of Union working dues. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or suits that may arise out of the discharge of any employee under this Article.

Dues Deduction. The Company agrees to deduct from the pay of each employee an amount equal to the current Local Union dues/fees on a Monthly Basis. The amount of this deduction will be paid by Electronic Funds Transfer (EFT) to the Financial Secretary of the Local Union. All transmittals shall be presumed to be for the correct amount until and when the Local Union notifies the Company of any changes in the dues amounts to be deducted. The Union shall waive any and all rights to dispute the appropriateness of the dues/fees transmitted to the Union if the Union fails to notify the Company of any perceived shortages or overages within thirty (30) days of the transmittal of funds.

P.A.C. After November 3, 2020, the Parties agree to work together to develop and implement a process for ODP to deduct voluntary Political Action Committee (“P.A.C.”) contributions from an employee’s pay upon written authorization by the employee and transmit those contributions to the Union.

ARTICLE 3 MANAGEMENTS RIGHTS

- a. Except as expressly limited by this agreement, the Employer has the right to manage its business including the right to hire, assign, direct, promote, demote, transfer, layoff and discipline or discharge employees for Just Cause subject to the grievance procedure contained in this agreement.
- b. The Employer’s failure to exercise any right, prerogative, or function shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- c. The Employer shall notify the Union, and bargain in good faith before exercising any right, prerogative, or function, not covered by this agreement, that regards the wages, hours, or other terms and conditions of employment. It shall not be considered a waiver

of the Union's right to bargain if the Employer does not notify the Union of the right, prerogative, or function, it intends to implement that is not covered by this agreement.

ARTICLE 4 CONTRACT ADMINISTRATION

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

ARTICLE 5 EMPLOYEE DATA

The Employer shall furnish to the Union for each new hire within three (3) calendar days of their start date, an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable: The name, home mailing address (including street, city/town, state and zip code), job title, monthly salary, initial date of hire, work location address, home phone, work phone, home email address, and work email address for each employee covered by this Agreement. The Employer will also send an official hire letter, signed by both the Employer and the new hire.

ARTICLE 6 ACCESS TO EMPLOYEES

The Employer shall provide the Union reasonable access to employees covered by this Agreement to carry out its responsibilities as a bargaining agent. The Employer shall provide the Union reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and administering this Agreement. The Employer shall inform the Union of all new employee orientations and/or new hire meetings no less than three (3) days in advance of the meeting and shall allow the Union to meet with new hires for one (1) hour at the conclusion of the meeting. Additionally, following the Effective Date of this Agreement, the Employer shall allow the Union to meet with employees for one (1) hour at the conclusion of the next all-staff meeting conducted by the Employer.

ARTICLE 7
STEWARDS AND UNION LEAVE

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

ARTICLE 8
JOB POSTING AND HIRING PROCESS

- a. Notice of all vacancies for full-time positions shall be clearly posted with the appropriate job description and posted internally for forty-eight (48) hours before posting externally. The job description shall note the position title, type of work performed on a daily basis, monthly gross pay, hours, amount of paid time off, insurance availability, and whether the job is a bargaining unit position. Organizer and deputy organizer positions shall not be subject to the 48-hour requirement.
- b. A copy of said vacancy will also be sent to the Union for their own posting. Non-ODP members of the Union may apply during the initial forty-eight (48) hour period.
- c. Only after satisfying the above shall the Employer advertise the position and seek outside applicants.
- d. For the purposes of this Article, a change in the status of a position from part-time and/or temporary to full-time, or when a new permanent position is created, constitutes a vacancy for such a position and shall be filled using the procedure detailed above.

ARTICLE 9
NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination, coercion, or intimidation of any kind against any employee because of union activity, race, ethnicity, religion, creed, sexual orientation, gender identity and expression, sex, age, national origin or ancestry, marital status, criminal record, physical disability, mental disorder, or veteran status, and that these are unrelated to employment opportunities except as they may serve as a bona fide job qualification or to comply with federal and state law. The Employer and the Union agree that any disputes arising out of the provisions of this Article may be processed through

the grievance and arbitration procedure. This provision shall not preclude other legal remedies provided by law.

ARTICLE 10 HOUSING

Employees must be informed at time of hire whether the Employer will guarantee supporter housing for the duration of their employment, and if so, whether the supporter housing has been appropriately vetted and approved. In the case that supporter housing was promised but is not provided by the employee's start date, the Employer will provide a hotel until housing is secured.

ARTICLE 11 WORK ASSIGNMENTS

- a. Employees will be provided with a written job description outlining their expected duties when they are hired. When an employee is promoted or re-classified, a revised job description will be provided. Employees who are promoted or re-classified within the bargaining unit will be compensated in accordance with this Agreement.
- b. If an employee has a concern about a work assignment interfering with their ability to meet expected performance goals, the employee may present the concern to the Employer as follows. A Field Organizer must present the concern in writing first to their respective Regional Field Director who will transmit the concern to the respective Deputy Field Director. If no Regional Field Director is currently assigned, then the Field Organizer may present the concern directly to their respective Deputy Field Director. The Deputy Field Director shall provide a written response to the employee, copying the Regional Field Director and the Union, in a reasonable amount of time taking into consideration the nature of the concern and other demands and duties of the Deputy Field Director at the relevant time.

ARTICLE 12 INITIAL EMPLOYMENT

- a. At the time of hire, new staff will be provided with, at minimum, a job description, an official hire letter, direct reports of supervision (chain of command), estimated date of lay-off, and a copy of this Agreement. New staff shall be informed of conditions of

- employment, supporter housing availability and options, and the agreed upon salary and benefits.
- b. The Employer shall permit new hires reasonable time to meet with a steward or union representative during their first week of employment in order to review their contractual rights and membership options.
 - c. All newly hired and promoted employees, and employees who are laterally transferred to a new classification, shall serve a probationary period.
 - i. The number of days of the initial probationary period for newly hired or promoted employees shall be thirty (30) days upon ratification of this agreement.
 - ii. The probationary period for employees laterally transferred to a new classification shall be fifteen (15) days.
 - iii. A probationary period for an employee may be extended by mutual agreement between the Union and Employer.
 - iv. During a lateral transfer to a different classification or promotional probationary period, the Employer maintains the right to place the employee back into the classification or position the employee previously held if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, provided that such transfer back to the initial classification or position shall not be appealable through the grievance and arbitration procedure contained in this Agreement and the employee shall not serve a new probationary period upon being transferred back to the initial classification or position.
 - v. During an initial probationary period for a new hire, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall be subject to the grievance procedure but not arbitrable.
 - vi. An employee's probationary period may be extended by a period equal to employee leaves of three (3) consecutive days or longer. For example, sick leave, jury duty, bereavement leave, or any other leaves of three (3) days or longer shall not be counted toward the employee's initial, lateral, or promotional probationary period.

ARTICLE 13

PERSONAL SERVICES

No employee shall be required to perform services of a personal nature for another individual, such as running another person's personal errands (such as laundry, groceries, dry-cleaning, car maintenance, and so on), acquiring materials for their personal comfort (such as coffee runs,

going to get them food, and so on), taking care of needs in their personal or home life (such as taking care of their dog, house-sitting, watering plants, letting in delivery or maintenance people, and so on), providing transportation to personal functions, or any other tasks that are primarily to support the comfort, pleasure, convenience, or well-being of another person. However, in the event that an employee is interacting with a candidate, they may be required to perform limited tasks related to the candidate's immediate personal needs to ensure the success and comfort of that candidate.

ARTICLE 14 HOURS AND SCHEDULES

- a. Employees will not work before 5:00 a.m. and will not work later than 1:00 a.m. between the seventh (7th) day before Election Day and 11:59 p.m. the day before Election Day. Employees will work as reasonably needed by the employer on Election Day.
- b. Employees are entitled to reasonable time for breaks and a one (1) hour meal period throughout the day to be used at their discretion. Employees may need to coordinate their breaks and meal periods to ensure at least one staff member or volunteer leader is in the office at all times when volunteers are present in the office or expected to arrive.
- c. Employees schedule, The Parties agree to negotiate a Memorandum of Understanding (MOU) regarding the employee's schedules and hours to be worked.
- d. Any hours worked above forty (40) hours will be compensated at rate and one half the employees' hourly rate.

ARTICLE 15 HOLIDAYS

Employees have the following paid holiday during the term of this agreement:

New Year's Eve
New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day.
Presidents Day
Veterans Day

Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Employees may request time off work for religious holidays that require abstention from work.

If an employee works a holiday, they will be paid his regular straight time rate plus a stipend of \$150.00.

Holidays will be observed on the actual days.

ARTICLE 16 OFFICE SUPPLIES

- a. The Employer shall ensure that every permanent or semi-permanent worksite where at least one employee is based is habitable and stocked with necessary and reasonable office supplies.

ARTICLE 17 COMPENSATION AND JOB CATEGORIES

- a. Full-time and Part-Time employees will be paid according to subparagraph (b) of this Article.
- b. Employees will be paid according to their job category outlined in Table 1 below. The Union may grieve the inclusion or exclusion of future positions in job categories.

Table 1:

Category:	Title:	Salary:
Organizer	Filed Organizer, Digital Organizer	\$15.36 hourly

- c. The Union acknowledges that the vast majority of bargaining unit employees' employment will end immediately following the conclusion of the 2020 election on November 3, 2020, and that employees will be terminated at that time. Bargaining unit employees terminated immediately following the election will continue to be paid through November 8, 2020, or until such time as their employment is terminated.
- d. The Employer shall pay employees on biweekly Fridays, beginning with the pay period beginning September 1, 2020. The first biweekly pay shall be on September 25, 2020, covering the period September 1-September 17, 2020, and then every other week

covering the period from the Friday immediately following the last pay period's end until the second Thursday following.

ARTICLE 18
EXPENSE REIMBURSEMENTS AND STIPENDS

- a. Car Allowance. Should conditions permit travel and in-person events, the Parties will negotiate a side agreement regarding reimbursement of travel expenses.
- b. Telephone Expenses. Employees will either be provided a work smartphone at no cost to them or will each receive \$50.00 stipend per month for use of their personal phone.
- c. Campaign Expenses. Employees will be fully reimbursed for all relevant campaign expenses incurred during the course of their work duties within thirty (30) calendar days of submission of receipts. Employees shall not incur any expenses without written pre-approval of their supervisor. Employees shall submit reimbursement requests within thirty (30) calendar days of incurring the expense. If an Employee fails to submit a reimbursement request within thirty (30) calendar days of incurring the expense, it will become an in-kind contribution to the Ohio Democratic Party in accordance with Federal Election Commission regulations.

ARTICLE 19
INSURANCE AND RETIREMENT BENEFITS

- a. The Employer will provide health, vision, and dental insurances for all employees until November 30, 2020. Employees in the bargaining unit shall pay the share of each premium outlined in Table 2 below, which are subject to change in future benefit years according to changes in the premiums charged by the respective carriers. In no case shall bargaining unit employees be required to pay a larger share of the applicable premium than non-bargaining unit employees.

Plan	Employee Monthly Contribution
Single (Medical)	<u>\$40.00</u>
Employee & Spouse (Medical)	<u>\$50.00</u>
Employee & Child/ren (Medical)	<u>\$50.00</u>
Family (Medical)	<u>\$50.00</u>
Single (Dental)	<u>\$19.00</u>
Employee & Spouse (Dental)	<u>\$38.00</u>
Employee & Child/ren (Dental)	<u>\$38.00</u>
Family (Dental)	<u>\$61.00</u>

Single (Vision)	<u>\$ 6.45</u>
Employee & Spouse (Vision)	<u>\$12.91</u>
Employee & Child/ren (Vision)	<u>\$13.38</u>
Family (Vision)	<u>\$21.45</u>

- b. The Employer will provide group long term disability, and life insurance coverage. In no case shall bargaining unit employees be required to pay a larger share of the applicable premium than non-bargaining unit employees.
- c. The Employer will provide employees access to a simple IRA plan at the same rate as non-bargaining unit employees.

**ARTICLE 20
EMPLOYEE LEAVE TIME**

Section 1. Full time bargaining unit employees who have completed their probationary period will be eligible for Paid Time Off (PTO) on an as needed basis.

Section 2. Employees requesting PTO must submit such requests to their supervisor in writing with at least two weeks' notice with the exception of emergencies. Requests will be approved or denied by the employee's supervisor depending on the needs of the Employer. If denied the supervisor will provide the reason for the denial to the employee in writing.

Section 3. Any PTO that is taken without prior approval will be considered unauthorized PTO and the employee will not be compensated for the time taken and disciplinary action may be taken by the Employer in accordance with Article 6 of this Agreement.

Section 4. At the discretion of the employee's supervisor, paid time off may be advanced to employees who have not yet completed their probationary period. To the extent permitted by applicable law, the Employer may deduct advanced PTO from an employee's final paycheck. PTO is not paid out when employment ends.

Section 5. The Employer may, at its discretion, determine periods of time where paid time off may not be requested or taken by employees. Generally, PTO shall not be taken within thirty (30) days of an election except for emergencies where approved by the Employer.

**ARTICLE 21
HEALTH AND SAFETY**

The Employer will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe

working conditions. The Union agrees to support any programs required to meet the health and safety needs of employees. No employee shall be required to work in a scenario which they reasonably believe to be unsafe. In any circumstance an employee reasonably believes a scenario or situation is unsafe, the employee shall immediately upon becoming aware inform their supervisor of the situation. The Employer commits to ensuring the safety of staff and volunteers and understands that those with marginalized identities (based on race, ethnicity, national origin, language, religion, gender, age, sexual orientation, gender identity, disability, and veteran status) may in some cases be at a heightened risk. Accordingly, the Employer shall take the following steps to protect the health and safety of all employees and volunteers:

- i. In the event a bargaining unit member reasonably believes it is unsafe to perform their duties due to harassment (of a sexual, physical, or verbal nature, or related to a legally protected class or category), discriminatory comments, threats or acts of physical violence, or other oppressive behaviors including but not limited to repeated or persistent name-calling, comments based upon stereotypes, or a confluence of behaviors giving rise to a hostile environment, the bargaining unit member may immediately cease those field activities without threat of discipline. The affected employee shall immediately inform their supervisor. The affected employee may be temporarily assigned to other turf or duties as near as reasonably possible to their current turf while the situation is investigated. This temporary reassignment is not disciplinary in nature.
- ii. In the event that a volunteer feels unsafe while completing field tasks due to harassment (of a sexual, physical, or verbal nature, or related to a legally protected class or category), discriminatory comments, threats or acts of physical violence, or other oppressive behaviors including but not limited to repeated or persistent name-calling, comments based upon stereotypes, or a confluence of behaviors giving rise to a hostile environment, employees may recall them from the field or reassign them without of threat of discipline or reprimand. The Employee shall immediately notify their supervisor that they withdrew the volunteer and whether they were reassigned or recalled.
- iii. It is the responsibility of the Company at the beginning of each week to conduct a safety briefing.
- iv. Upon request, the company will provide reasonable safety equipment at its expense; (for example)
 - Rain Ponchos
 - Bite Terminators
 - Sunscreen

- Whistle
- Flashlight
- Hand Warmers
- Ice Cleats

ARTICLE 22 SENIORITY, LAYOFFS, AND RECALL

SENIORITY. For purposes of this Agreement, seniority shall mean an employee's total length of employment since his last date of employment. Upon ratification of this agreement the union and the company will meet to confirm seniority list.

LAYOFF. When an overall reduction in the workforce is necessary, unrelated to dismissal under the Discipline article and unrelated to the termination of employment at the conclusion of the election cycle, the Employer will provide written notification to the Business Manager and each affected employee of its intent to lay them off at least fourteen (14) calendar days prior to the final date of employment, or the Employer will provide each affected employee with severance pay of two (2) weeks salary in lieu of the aforementioned advance written notice. Employees will be laid off in order of reverse seniority.

In some cases, the need for a reduction in the workforce may result in the need for more senior employees to relocate to different region(s). In such cases, the Employer shall give affected employees the opportunity to volunteer for relocation in order of seniority. Employees who decline relocation will be subject to layoff notwithstanding their seniority.

The Employer will not challenge any unemployment claims due to layoff, nor will it challenge any unemployment claims related to termination of employment at the conclusion of the election cycle.

RECALL. Employees shall be recalled in the reverse order of their layoffs. Any employee laid off who fails to return to work, within seven (7) working days after written notice to return has been given, by certified mail with return receipt requested, shall lose all seniority status and, if re-employed, shall have the status of a new employee with no seniority, unless the employee is incapacitated by illness or similar valid reason substantiated with appropriate documentation and he or his representative so notifies the Company within seven (7) working days after receipt of the written notice of recall.

If the Company finds it necessary to fill the opening before the first eligible employee is able to return to work, as specified in this Section, the employee with the next longest classification

seniority may be offered the work, and the by-passed employee retains his place at the head of the seniority list and is eligible for the next opening available in the classification.

It shall not be the intent of the Agreement to require the rehiring on a seniority basis of former employees who have been laid off for a period of longer than two years, or the remainder of the Agreement, whichever occurs first.

Employees who are recalled shall not be subject to a probationary period.

ARTICLE 23 DISCIPLINE

- a. No employee shall be disciplined or dismissed by the Employer without just cause.
- b. The Employer has the burden of proof that the discipline imposed has just cause.
- c. Progressive discipline will be limited to the following steps:
 - i. First written warning;
 - ii. Second written warning;
 - iii. Final written warning except in cases where discipline is related to performance. In the latter cases, a ten (10) day performance improvement plan will be provided by the Deputy Field Director or Digital Director.
 - iv. Termination
- d. The principles of progressive discipline shall be followed. However, the Employer retains the right to skip steps and impose discipline up to and including termination in cases of egregious misconduct, including but not limited to being arrested for or charged with a crime while employed by the Employer; making, supporting or condoning credible threats or acts of physical violence; data integrity violations involving intentional or knowing falsification of data with the intent to undermine the campaign or to avoid performance-related discipline; intentional or knowing refusal to take an appropriate directive from a supervisor; consumption or being under the influence of alcohol or a controlled substance while in the course of employment; possession of a controlled substance while in the course of employment or on the Employer's premises; intentionally or knowingly campaigning against the interests of the Employer or an endorsed Democratic candidate or issue; intentionally or knowingly campaigning for a candidate not endorsed by the Employer or a county party while in the course of employment with the Employer; negligent destruction of, damage to, or loss of the Employer's property including rented property or premises; knowing violation of campaign finance or ethics laws; negligent disclosure of confidential information of the

Employer without permission; engaging in any form of harassment based on an individual's protected status; refusing to cooperate in an investigation by the Employer; theft; fraud; and job abandonment (the employee fails to appear for work or contact their supervisor for seventy-two (72) hours).

- e. No employee covered by this Agreement shall be disciplined without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in written notice.
- f. Any employee receiving discipline will be afforded an opportunity to meet with Coordinated Director or their designee prior to the action proposed. The employee may elect to have a union representative, steward, and/or other member of the bargaining unit present. At that meeting the Coordinated Director or their designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.
- g. Counseling an employee is not disciplinary action, it is not subject to the cause provision, and it will not be considered for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate performance issues. Counseling, when documented, shall be identified as such.
- h. No employee will be terminated without prior notice and discussion with the Business Manager.

ARTICLE 24 COMPLAINTS AND INVESTIGATIONS

- a. The Coordinated Director or their designee shall be responsible for ensuring that all allegations or complaints against an employee involving egregious misconduct as defined in Article 23 on which disciplinary action is to be taken shall be investigated. The investigator shall be allowed to interview the complainant, examine any relevant documentary material, and interview any non-bargaining unit person prior to notifying the employee.
- b. Investigative Interview
 - i. When the employee under investigation is to be interviewed concerning the alleged conduct which could result in dismissal, the employee shall be notified in writing of the investigation and provided a reasonable opportunity to confer with the Union prior to the interview. The notice shall state that an official investigation is being conducted and shall state the subject matter of the investigatory interview,

including the time frame and nature of the conduct. All time spent in an investigative interview by any employee shall be considered time worked.

- ii. Investigative interviews of subject employees shall be conducted at a reasonable time and, when practicable, on the Employer's premises when the employee is on duty. A Union representative may participate in the interview at the request of the employee, but in no case will an interview be postponed in the event the employee's preferred Union representative is unavailable so long as an alternate Union representation is available. The employee shall have the right to request a bargaining unit employee's presence during the interview. The Union shall be notified of any investigative interview of an employee where it is anticipated that discipline might result to that employee.
- iii. The interview shall be limited to questions that relate to the allegation(s) and the employee's fitness for duty in their assignment. Confidentiality of the interview shall be maintained to the extent reasonably possible.
- c. The Employer may place an employee on administrative leave during an investigation. During such administrative leave the employee shall not enter onto the Employer's property, nor initiate any contact with the Employer's employees, volunteers, candidates, or other persons related to the Employer, except the employee may contact the Coordinate Director or his designee to inquire into the status of the investigation. Furthermore, during such administrative leave the employee must remain available during working hours to return to work immediately upon request.
- d. If after investigation the employer determines that no discipline is appropriate, the employee shall be informed in writing that a complaint was made against them but was unfounded. Appropriate notification shall be placed in the employee's personnel file or another agreed location documenting that the employee was investigated and exonerated on the matter.
- e. If an employee is to be interviewed as a witness only, the employee and their representative shall be so informed prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct that is the subject of the interview, the interview shall be immediately terminated and the employee afforded the protections of this Article. This provision may be waived by consent of the employee and the Union representative.

ARTICLE 25

SEXUAL HARASSMENT AND ASSAULT

- a. Complaints and Investigations

- i. Official complaints of sexual harassment, misconduct, and/or assault will be handled swiftly and discreetly.
 - ii. A complainant may be a victim, witness, or any group thereof.
 - iii. The complainant may, at any time, file an official complaint with the Employer. The Employer will designate a neutral investigator.
 - iv. Upon request of the complainant, the Union may attend any meeting, hearing, or interview regarding the complaint in which the complainant is present.
 - v. If the complainant does not, for any reason, feel comfortable with the chosen Investigator, they may contact the Union, thereafter the Union and the Employer will promptly agree upon a different neutral Investigator. In the event the Union and the Employer select an external investigator, the Employer and the Union shall split the costs of the Investigator equally.
 - vi. On request, the complainant will not be required to work directly with or communicate with the accused in any capacity once the complaint has been filed and before the complaint has been resolved.
 - vii. The Investigator will then conduct an investigation, including private, separate interviews of both the complainant and accused as well as any additional witnesses. The Investigator will record the dates, times, and facts of the incident(s), as well as the preferred outcome of the complainant. Strict confidentiality will be maintained to the maximum extent feasible.
 - viii. The Investigator will issue a report detailing the investigation, a finding, and an instructed action, up to and including dismissal. The report will be issued within fourteen (14) calendar days of the initial complaint, except in extreme circumstances.
- b. Appeal
- i. Either the complainant or the employee alleged to have engaged in misconduct under this Article may file an appeal of the Investigator's investigation report.
 - ii. Appeals will be filed at Step 2 of the Grievance Process.
- c. Training
- i. All ODP staff, including those not covered by this Agreement, will undergo at least one (1) hour of sexual harassment training. Employees who have completed a sexual harassment training within the last calendar year shall not be required to complete any additional sexual harassment trainings for at least one calendar year from the date of their last training, this section notwithstanding.

- d. General Provisions
 - i. No employee will be retaliated against for reporting sexual harassment or assault. Employees shall report suspected retaliation immediately using this procedure. Retaliation is grounds for discipline.
 - ii. Employees may report sexual harassment or assault by members of the public to their supervisor. No employee who has reported such information to their supervisor will be expected to continue working or communicating with that member of the public.

ARTICLE 26
GRIEVANCE AND ARBITRATION PROCEDURE

- a. Definitions and Scope
 - i. For purposes of this Agreement, a grievance is a dispute concerning the meaning, interpretation, or application of the terms or provisions of this Agreement or matters involving wages, hours, or working conditions.
 - ii. Instances of sexual harassment, misconduct, and/or assault will follow the protocol outlined in Article 25.
- b. Procedure
 - i. The Union shall process and submit grievances, which shall be in writing. Each initial grievance shall contain: identity of known affected employee(s), identity of supervisory personnel involved, identity of the provision(s) of this Agreement asserted to have been violated or which affect the situation, remedial action requested, if any, and the date of the occurrence, if applicable.
- c. Step 1 - Coordinated Director
 - i. Within Fourteen (14) calendar days after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that they have a grievance, the Union shall present the grievance to the Coordinated Director or their designee. In the event a grievance is submitted after Election Day, the Union shall submit the grievance to the Human Resources Director.
 - ii. The Coordinated Director or their designee may respond to the grievance in writing, prior to submission to the Executive Director.
- d. Step 2 - Executive Director

- i. If the grievance is not resolved within five (5) calendar days of submission at Step 1, within ten (10) calendar days thereafter the employee and/or their representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested, to the Executive Director or his designee. The Executive Director or his designee shall meet with the employee and/or their representative and shall provide the employee and/or their representative with their decision and the reasons therefore, in writing, within ten (10) calendar days of submission. Step 2 grievance meeting shall be conducted in person, by video conference call or by phone-in conference call.
- e. Step 3 - Arbitration
- i. If the grievance is not resolved as provided in Step 1 or 2, it may be submitted to arbitration at the request of the Union. The Union must notify the Employer of its intent to arbitrate the dispute in writing within fifteen (15) calendar days of the Step 2 disposition. In the event the matter is submitted to arbitration, an arbitrator shall be appointed no more than thirty (30) days after arbitration is invoked from the parties' panel of arbitrators in accordance with this Article.
 - ii. Following the submission of a case to arbitration by the Union, the parties shall alternately strike names from the panel list of seven (7) eligible arbitrators to be provided by the Federal Mediation and Conciliation Service (FCMS). The selected arbitrator shall be jointly notified to provide possible dates for a hearing within the next 45-60 days. The parties shall mutually agree upon the hearing date from those offered by the arbitrator. If the arbitrator cannot hear the case within that time frame, then the parties shall jointly select another arbitrator from the list, or request a new panel from the FCMS and engage in alternate striking.
 - iii. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and arguments or the submission of briefs. The arbitrator shall have the authority to decide all grievances.
 - iv. Expenses for arbitration services and proceedings shall be borne equally by the Employer and the Union. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto. Any difference arising incidental to negotiations of terms of a new Agreement or modification or amendment to this Agreement shall not be subject to arbitration or submission of briefs.
 - v. Either party may have a transcript made of the proceedings at its expense provided it make a copy available without charge to the arbitrator, and provided that it

makes a copy available to the other party upon that party's request and payment of one-half (1/2) of the total expenses of the record and all copies.

f. General Provisions

- i. The Employer shall not deny any employee Union representation at any stage of the grievance procedure and the Union shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance without representation, the Union shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of an individual grievance shall be inconsistent with the provisions of this Agreement, unless with the written consent of the Union.
- ii. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.
- iii. A member of the Union executive committee shall be present, virtually or physically, at all Step Two grievance meetings. Speakerphone and teleconferencing may be utilized for the purpose of conducting grievance meetings.
- iv. Any of the time limits contained in this Article may be extended by mutual written agreement of the parties. The parties may mutually agree to bypass steps of the grievance procedure by written agreement.
- v. Any grievance involving two (2) or more employees within the bargaining unit may be processed jointly.
- vi. An aggrieved employee and/or their representative shall have the right to inspect and to obtain copies of any records, documents, and other materials relevant to the grievance and in the possession of the Employer, as required by law, subject to any applicable privileges. The Employer shall have the right to inspect and to obtain copies of any records, documents, and other materials relevant to the grievance and in the possession of the Union.
- vii. An aggrieved employee and any employee witnesses as may be reasonable, for such time as may be reasonable and necessary, shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours. Speakerphone and teleconferencing may be utilized for the purpose of conducting grievance meetings.
- viii. Grievances involving termination shall begin in step two (2) with the Executive Director.

ARTICLE 27
WORK STOPPAGES, STRIKES, AND LOCKOUTS

- a. During the term of this Agreement or any extension thereof, neither the Union, its officers, agents, members or any employee will authorize, instigate, aid, condone, participate in, or engage in any form or type of strike, work stoppage, slow down, picket line, or any other interruption, refusal, cessation or interference with the Employer's work or operations, regardless of whether or not such action is taken in protest of matters or actions covered by this Agreement, or matters or actions not referable thereto and not within the normal bargaining relationship between the parties, and regardless of whether or not the actions complained of are subject to the grievance procedures of this Agreement and regardless of whether or not based on an alleged claim of a breach of this Agreement or a breach of state or federal law by the Employer. On the contrary, the Union will actively discourage and endeavor by using every legal means at its disposal to prevent or terminate any of the foregoing instances or activities. If there is a violation of this Article, the Union, through its officers, shall immediately after learning or becoming aware of it personally in writing order all employees and/or persons engaged in such conduct to stop the prohibited conduct and the Union shall copy the Employer on such written notice(s).
- b. Any employee or group of employees who engage in any of the activities listed above, or who in any way violate Paragraph (a) of this Article, may be discharged or otherwise disciplined. It is expressly understood that the Employer in administering discipline, including discharge, for violations of Paragraph (a) of this Article, may distinguish between leaders and other participants if it deems appropriate.
- c. During the term of this Agreement or any extension thereof, the Employer will not lock out any employees.

ARTICLE 28
SEVERABILITY

In the event that any Article, section, or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, then such specific Article, section, or portion specified in such decision or which is in such conflict with any law, rule, or regulation, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the Parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

ARTICLE 29
TERM OF AGREEMENT/SIGNATURE PAGE

- a. This Agreement will be effective upon the date signed by both Parties (“Effective Date”), and the terms and conditions of this Agreement shall be retroactive to September 1, 2020. This Agreement will expire at 11:59 p.m. on May 3, 2022.
- b. The Parties recognize that the bargaining unit employees are seasonal employees such that the employment relationship is temporary in nature. The Employer will lay off all bargaining unit employees after the November 3, 2020 election. The Union waives any right to bargain over the Employer’s decision to lay off these employees after the November 3, 2020 election or the effects of the Employer’s decision to discharge these employees after the November 3, 2020 election.

IN WITNESS WHEREOF, the Company and the Union have respectfully caused this Agreement, constituting the entire agreement between the parties with respect to the collective bargaining agreement, to be signed by their proper and duly authorized officials, this September day of 17, 2020.

For the Union:

For the Company:

Rodney Cockrell
President, Business Manager & Financial Secretary

Greg Beswick
Executive Director

Robert Lyons
Steward

N. Zachary West
Council

Lianna Havel
Steward

Sarah Ross
HR Director