

AGREEMENT

THIS AGREEMENT, MADE BY AND BETWEEN
International Brotherhood of Electrical Workers

IBEW LOCAL



1245

AND

Nevada Democratic Victory

TABLE OF CONTENTS

Agreement	1
Witnesseth	1
ARTICLE 1 - Scope	2
ARTICLE 2 - Severability	2
ARTICLE 3 - Recognition	2
ARTICLE 4 - Employer-Union Cooperation	2
ARTICLE 5 - Union Security	2
ARTICLE 6 - Voluntary Checkoff of Union Fees and Deductions	3
ARTICLE 7 - Strikes or Lockouts	4
ARTICLE 8 - Management Rights	4
ARTICLE 9 - No Discrimination & Equal Employment Opportunity	5
ARTICLE 10 - Gender Neutrality	6
ARTICLE 11 - Seniority	7
ARTICLE 12 - Shop Stewards	8
ARTICLE 13 - Safety & Health	9
ARTICLE 14 - Labor Committees	9
ARTICLE 15 - Discipline and Discharge	10
ARTICLE 16 - Grievance & Arbitration Procedures	11
ARTICLE 17 - Wages	13
ARTICLE 18 - Hours and Schedules	14
ARTICLE 19 - Working Conditions	15
ARTICLE 20 - Paid Time Off (PTO) & Sick Leave	17
ARTICLE 21 - Holidays	17
ARTICLE 22 - Miscellaneous Benefits	18
ARTICLE 23 - Leaves of Absence and Other Leaves	20
ARTICLE 24 - Duration of Contract	22

AGREEMENT BETWEEN

Nevada Democratic Victory AND IBEW Local Union 1245

Agreement

THIS AGREEMENT made and entered into this 24th day of October 2022, between NEVADA DEMOCRATIC VICTORY hereinafter referred to as the “Employer”), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1245, (Hereinafter referred to as the “Union”).

The Employer and the Union have a common and sympathetic interest in the Employees of the campaign; therefore, a working system and harmonious relations are desirable to continue the relationship between the Employer and the Union. To these ends this Agreement is made.

Witnesseth

WHEREAS, Employees of NEVADA DEMOCRATIC VICTORY Coordinated Campaign in this bargaining unit are represented by the International Brotherhood of Electrical Workers, IBEW Local 1245 AFL-CIO, such representation agreed to by way of voluntary recognition by the Employer; and

WHEREAS, the parties hereto desire to establish uniform standards and hours of labor, rates of pay, and other terms and conditions of employment under which the employees herein shall work for the Employer; and

Unless otherwise specified, the term “Employee” and “Employees” as used in this Agreement shall mean Employees in NEVADA DEMOCRATIC VICTORY Coordinated Campaign bargaining unit.

WHEREAS, The Employer agrees that Employees are the Employer’s most valuable resource. The Employer therefore agrees that when dealing with Employees, its managers and supervisors will use all reasonable efforts to consciously regard, and respect Employees and Employees agree to do the same; and

WHEREAS, NEVADA DEMOCRATIC VICTORY embodies the values of working families and the labor movement, and NEVADA DEMOCRATIC VICTORY stands with organized labor and believes Unions are an essential partner in today’s economy.

THEREFORE, NEVADA DEMOCRATIC VICTORY agrees that its managers and supervisors will treat all Employees and their union with respect and will adhere to the tenets of this Agreement.

ARTICLE 1 - Scope

1.1 This Agreement shall be binding on the Employer with regard to its operations covered by this Agreement. For purposes of this section, “operations covered by this Agreement” refers to operations undertaken by the Employer in electing Democrats across the State of Nevada and empowering our communities not otherwise reserved to the Employer. The parties understand that any independent and outside entities (e.g., the DNC, DSCC, DGA, DCCC, labor political committees, issue area partners, Political Action Committees, etc.) who may become involved with and/or coordinate with Nevada Democratic Victory are not parties to this agreement and cannot be compelled to agree to the terms of this Agreement.

ARTICLE 2 - Severability

2.1 Should any Article, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 3 - Recognition

3.1 The Employer hereby voluntarily recognizes the Union as the sole collective bargaining representative for an appropriate unit consisting of the Nevada Democratic Victory Coordinated Campaign for the 2022 election cycle, only the employees with the following job titles and those positions not named with job duties consistent with those in the bargaining unit: Organizer (Field, Youth, Tribal and Distributed) and Regional Organizing Director working for the Employer. The parties agree that the bargaining unit will exclude all confidential employees, managers and supervisors, and security guards, as defined under the National Labor Relations Act, as well as independent contractors, interns/fellows, and volunteers.

ARTICLE 4 - Employer-Union Cooperation

4.1 The Employer and the Union pledge themselves to abide by all regulations mutually agreed upon. To give each other fullest cooperation to the end that harmonious relationship may be maintained in the interest of both employer and employees.

ARTICLE 5 - Union Security

5.1 Upon a change to existing Nevada law that precludes a Union Shop, except for the purpose of representation, or determination such law is unconstitutional, the Union and Employer will bargain over the inclusion of additional language to address the rights and responsibilities of Union membership.

5.2 Non-members shall be responsible to the Union for any costs of services and direct representation, including attorney fees, provided by the Union on behalf of the

non- member, to the fullest extent permitted by law. 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.

5.3 The Employer will notify the Union in writing as soon as possible within seven (7) days from the date of employment, reinstatement, or transfer into the bargaining unit of any Employee, of the following to the extent that such information is provided by the Employee:

- Name
- Date of Birth
- Date of Employment
- Classification (full-time, part-time)
- Rate of Pay (hourly or salary)
- Place of Employment
- Home Address
- Work Address
- Mobile Phone Number
- Non-Work Email Address

5.4 When a new Employee is on-boarded they will be provided with an application for and provided by the Union to be filled out by the Employee and returned to the Union by the Employer and/or given a notice from the union on how to join electronically. They will also be provided with a document created by the Union with information about their rights and privileges as a Union member as well as information about how to connect with the Union along with their representatives and Shop Stewards.

ARTICLE 6 - Voluntary Checkoff of Union Fees and Deductions

Membership Fee Deductions:

6.1 The Employer agrees to deduct membership fees from the bi-monthly wages of Employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Any withdrawal of this authorization shall also be in writing. The Employer will provide notice to the Union of any such withdrawal. Such deductions shall be made by the Employer each payroll period, from the wages of Employees. Within seven days after each pay period, the Employer shall forward such payroll deductions to the Business Manager/Financial Secretary of the Union each payroll period, indicating the Employee's name, Employee ID number (if applicable) and the amount deducted for each Employee. The Employer shall make every effort to include in the identifying information concerning the deductions the date for which the deductions were made, regular membership fees, additional amounts deducted to repay shortages in membership fees paid due to absences.

The Employer agrees that it will utilize current technological capabilities to electronically transfer membership fees as well as updated Employee information to the Union. The parties agree that they will cooperate with one another to accomplish this objective.

6.2 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made

by the Employer under this Agreement. If an incorrect deduction is made and submitted to the Union, the Union shall refund any such amount directly to the involved employee.

ARTICLE 7 - Strikes or Lockouts

7.1 The Employer believes that the right to strike, and the right of Employees to withhold labor in response to unacceptable workplace conditions, is a fundamental right that should be neither abridged nor abused. Accordingly, the Employer hereby foregoes a no-strike clause in this Agreement.

7.2 The Employer believes that employer-instituted lockouts of Employees impinge on Employees' exercise of rights guaranteed by federal law. Accordingly, the Employer hereby commits not to lock out its Employees for any reason or under any circumstance for the duration of this Agreement.

7.3 The Employer recognizes the rights of unionized employees to strike in labor disputes, and as such, will honor all legal picket lines and not force any IBEW member covered under this agreement to cross another labor union's picket line.

7.4 The Union recognizes the important and time-sensitive work performed by the Employer and both parties express their mutual desire and intent to resolve any labor disputes amicably and through mutual discussion whenever possible. Notwithstanding the foregoing, the Union agrees that Employees may not strike from October 1 preceding an election and the later of the date on which the results of the general election are certified or any recount is resolved.

ARTICLE 8 - Management Rights

8.1 This Agreement shall not be interpreted as diminishing the rights of the Employer to determine and prescribe the methods and means of the operation of the Employer, except as specifically bargained in this agreement. This Agreement shall not be construed to deprive the Employees of any benefits or protections granted by Federal or State law.

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

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, 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.

8.3 The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives, and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer agrees that notice of any handbook or manual changes or new handbooks or manuals that directly relate to wages, hours, or working conditions, shall be provided to the Union and Employees at least fourteen (14) days prior to the intended date of implementation whenever possible. After receipt of such notice, the Union may request a meeting concerning the proposed changes within three (3) working days of receipt. The meeting will be held as soon as reasonably practicable and within five (5) days and the Employer shall consider any information provided by the Union and provide the Union with written notice of any modifications to the initial proposed changes.

ARTICLE 9 - No Discrimination & Equal Employment Opportunity

9.1 The Employer shall make every effort to hire, retain and promote a diverse workforce.

Neither the Employer nor the Union shall discriminate against any Employee with respect to any terms or conditions of employment on account of race, creed, color, religion, age, sex, national origin, physical and/or mental disability, ancestry, nationality, mental health diagnosis, immigration status, exercising rights under the OSH Act (Whistleblower Protection), gender identity or expression, affectional or sexual orientation, marital or domestic partnership or civil union status, liability for military service, past or present member of the uniformed services, genetic information, atypical cellular or blood trait, domestic violence victim status and any other basis protected by applicable law, ordinance or regulation. Neither the Employer nor the Union shall discriminate against any Employee because of their membership in or activities on behalf of the Union or because of their refusal to join, support, or engage in activities on behalf of the Union.

Nothing herein shall be construed as waiving an Employee's right to pursue a claim of discrimination before an administrative agency or court of law.

9.2 Nothing in this Agreement shall prevent the Employer from taking any action necessary to comply with the Americans with Disabilities Act. If an Employee with a disability desires an accommodation, the Employee must contact the Operations Director and submit any required documentation, which will be kept confidential and used solely for the purpose of verifying the disability and identifying reasonable accommodations. If a reasonable accommodation can be identified, it will be provided with reasonable promptness and in no event in more than twenty (20) days of the Employee contacting management.

This time limit may be extended only by mutual agreement between the Employer and the Union, and the Union shall not deny reasonable requests for such extensions.

9.3 Reasonable accommodations made by the Employer for a particular Employee shall not be considered as precedent in any subsequent situation and shall not be evidence of disparate treatment in any grievance or arbitration procedure contained in this Agreement.

Ban the Box

9.4 The Employer shall adhere to all applicable laws governing pre-employment inquiries with respect to prospective employees' criminal histories. The Employer will not ask about criminal history or conduct a background check on a potential Employee prior to interviewing the potential Employee. Consistent with the Employer's values, the Employer will not deny a potential Employee employment on the basis of criminal history unless the potential Employee's criminal history is, in the Employer's judgment, related to the job or suggests that the potential Employee may pose an unreasonable risk to others' safety and/or the Employer's reputation if hired.

The Employer does not tolerate offenses -- criminal or otherwise -- of a sexually abusive or harassing nature. As a means of ensuring that all of its Employees are protected from sexually abusive or harassing conduct, reasonable evidence of such conduct shall be a basis to refrain from hiring an employee or for separation from employment should such conduct subsequently come to light.

ARTICLE 10 - Gender Neutrality

10.1 The Employer will issue a rule:

Notifying all Employees that transgender and non-binary Employees may use the restrooms and changing rooms in which they are most comfortable.

Requiring everyone at the workplace or engaged in the Employer's business to speak or refer to transgender and non-binary Employees by the names they choose and the pronouns they identify with.

10.2 The Employer will change all records so that all records use the names transgender Employees prefer and the pronouns they identify with, unless the Employee requests the Employer to refrain from changing its records. The Employer will also update any photographs, including identification badges, unless the Employee requests otherwise. It is the Employee's responsibility to notify the Employer of any changes in their name or pronouns.

10.3 The Employer respects the rights of all Employees to make their pronouns known and to have those preferences honored. The Employer also respects the rights of those Employees who do not wish to state their pronouns during meetings or other work events.

Supervisors and Employees will carefully consider when it makes sense to have pronouns be a part of introductions at meetings as a way to live the Employer's values and balance the personal preferences of all Employees.

10.4 The Employer will use gender neutral language in all Employer produced on boarding materials and policy manuals.

ARTICLE 11 - Seniority

11.1 An Employee's seniority date shall be the Employee's first day of work with the Employer, as either a bargaining unit or non-bargaining unit Employee. Except as provided below, Employees shall retain their original seniority date only while continuously employed by the Employer. For purposes of this provision, Employees shall be deemed continuously employed by the Employer while on approved leave of absence and while employed in a non-bargaining unit position.

Probationary Employees:

11.2 The first 90 days of employment is considered to be a probationary period. The Employer reserves the right to release a new Employee who is judged by the Employer to be incapable of satisfactorily performing during the probationary period of forty-five (45) days without recourse from the Union.

The Employer shall not be required to follow the provisions of [Article 15: Discipline and Discharge] with respect to probationary employee. Such Employees shall not have access to the grievance process to challenge discipline or discharge but shall be entitled to all other provisions of this agreement.

Layoff & Recall:

11.3 Employer shall be entitled to lay off any number of employees to reduce the force. Employees who are laid off will retain their original seniority date for up to twenty-four (24) months. In the event that more than one Employee has the same seniority date, seniority will be determined by the four numbers of their birth month and day.

Should new bargaining unit positions be created within six (6) months of layoffs, they will be offered first to Employees who were laid off and filled by seniority subject to their experience, qualifications, and demonstrated performance. For purposes of this requirement, a "layoff" shall not include the Nevada Democratic Victory ending the employment of bargaining unit employees covered under this Agreement following the conclusion of a state general election.

All Bargaining Unit members who have completed work for the Employer through Election Day 2022, and who have completed all of their shutdown and office clean-up duties in a satisfactory manner, shall be paid at the standard salary or salary equivalent (for hourly employees) through November 15, at a minimum. Healthcare benefits will continue through November 31st, 2022, or the end of the last month worked.

Military Leave/Seniority:

11.4 Any regular full-time Employee on the seniority list inducted into military, naval, air, or marine service, under the provisions of the Federal Selective Service Act or who voluntarily enlists in the services or who is compulsorily inducted by the Federal Government into employment in a defense industry, will be considered on a leave of absence and will accumulate seniority during such compulsory military service, voluntary military service or training period. Upon the termination of such service such employee will be employed in line with the employee's seniority rights at the then current rate of such work, provided the employee has been honorably discharged from the service of the United States Government and is physically able to do the work from the date of discharge from such service of the United States Government.

Job Postings:

11.5 The Employer shall send an email to a distribution list including all IBEW members covered under this Agreement on an at least weekly basis that lists open positions that Campaign is recruiting for. If there are no open positions, no such email is necessary. The Campaign will include, on its form of application if applicable, a place for applicants for such positions to indicate that they are current employees of Employer. If an Employee within the same department applies, in the case of a lateral move within the same classification, seniority will be considered as a factor in filling the position, but nothing in this section shall prevent the Employer from also considering applicants' qualifications, geographic location, political relationships, connections to the community where the position is located, whether they have completed their current job assignment, or other considerations relevant to the Employer's interest in filling positions with the individuals best suited to carry out the mission of the campaign.

ARTICLE 12 - Shop Stewards

12.1 The Union shall have the right to appoint a reasonable number of Shop Stewards. Upon appointment, the Union will notify the Employer, in writing, of the stewards' name and office location. The duties of the steward shall be to report and investigate any violations of the Collective Bargaining Agreement. In no instance shall the Shop Steward be discriminated against or disciplined for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

When possible, management will introduce new Employees to their Shop Steward on their first day.

12.2 When applicable, management will provide the Union weekly with a list of new hires. Within an employee's first week of employment management will permit the

opportunity for a meeting of up to thirty (30) minutes, in private and on work time, with a Union Representative or Shop Steward either in person or over the phone to orient them to the Union and answer any questions they may have. The Union is responsible for scheduling such meetings with Employees. Whenever practicable, a single meeting shall be conducted with all new Employees who started within an applicable two-week period.

12.3 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. The Employer agrees to grant one (1) day of paid leave for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance of any requested leave for Steward Training and Education, and the Employer shall not unreasonably deny a request for leave for this purpose. In the event that the Employer does not approve a request for leave due to the Employer's legitimate business needs, the parties shall cooperate to schedule expeditiously an alternative date for Steward Training and Education.

ARTICLE 13 - Safety & Health

13.1 The Employer is committed to complying with all federal, state and local laws and regulations. In accordance with applicable laws, the Employer will promptly investigate all hazards, unsafe conditions and accidents brought to its attention and promptly commence working to remedy all hazards and unsafe conditions its investigation reveals.

The Union will cooperate with and assist management with its efforts to maintain a safe and healthy workplace.

13.2 If it is anticipated that an Employee will be regularly engaged in tasks requiring safety and protective equipment or additional training, the Employer will furnish, at its expense, all safety protective equipment required or advisable for the protection of the Employee and/or pay all expenses for any required additional training.

13.3 The employer encourages reporting of legitimate safety concerns. If a legitimate safety concern is raised by an employee covered under this Agreement with their immediate supervisor, the supervisor will inform them, within a short period of time, the next steps that will be taken to address the issue. Once the issue is raised to the management level, it will be addressed as soon as practicable. The Employer shall provide the Union with a log of safety concerns, without names or other identifiers, provided to the Employer through its incident reporting system. The parties agree to discuss and attempt to resolve any safety or health concerns in good faith.

13.4 As related to the COVID-19 pandemic situation; the employer must adhere to the requirements, recommendations and guidelines as indicated by the state of Nevada and/or the federal government. The implementation of these principles and plans must be put forth in writing and shared with the employees as well as Representatives of IBEW Local 1245.

13.5 No Employee will be disciplined, discharged, or discriminated against for raising

good faith safety/health concerns, which may include concerns regarding the conditions in which an employee is conducting organizing activities.

ARTICLE 14 - Labor Committees

14.1 The parties, in an effort to improve communications and labor/management relations, will establish a joint labor management committee (JLMC) to discuss issues of interest or concern to either party, which may include, by way of illustration, office standards, housing standards, remote work requests, commuter stipends, workplace safety, policies and procedures, pay equity, communication practices, staffing, and diversity, anti- harassment, microaggression, transgender worker rights, gender neutrality, inclusion, and implicit bias training.

The JLMC shall be made up of up to four (4) IBEW members covered under this Agreement and an IBEW 1245 Business Manager or designee, and up to four (4) representatives of the Employer and the Coordinated Campaign Director or designee. The parties may also appoint subcommittees on safety, travel stipends, or other topics the parties may mutually identify, which shall include two (2) of the four JLMC IBEW members and the IBEW Business Manager or designee, and such participants as the Employer may select.

The JLMC shall meet once a quarter for two hours, or on such additional occasions as the Employer and the Union may agree.

Designated Employees attending JLMC committee meetings shall incur no loss of pay for work time lost while in attendance at such meetings.

JLMC meetings do not replace the need for communications or meetings between the Union and the Employer to resolve problems on a day-to-day basis as they occur. It is the intent of both parties to resolve current issues without delay.

No Employee will be disciplined, discharged, or discriminated against for their participation in the JLMC.

ARTICLE 15 - Discipline and Discharge

15.1 If an employee is written up by a supervisor for an infraction, it shall be done so within twenty-one (21) working days of the later of the date on which the Employer becomes aware of the facts and circumstances giving rise to the infraction or the date on which the Employer's representative with authority to act determines such infraction has, in fact, occurred. If a bargaining unit employee is disciplined, they shall have the right to have a steward present at the disciplinary meeting.

15.2 Copies of all final disciplinary notices shall be sent to the Union at the time of issuance and placed in the Employee's personnel file. All such notices and warnings shall become null and void twelve(12) months from the date of issue unless the Employee has received another notice, warning, or discipline of a similar offense within the twelve(12)

month period, in which case, the twelve (12) month period will begin anew.

15.3 After completion of the 90-day probationary period set out in this Article, the Employer shall have the right to discharge or discipline any Employee, in the form of unpaid suspension, demotion, and discharge, for just cause. While different offenses may warrant different levels of discipline, a general principle to be applied is that discipline should be progressive. For offenses that warrant progressive discipline, the generally appropriate progression is: Verbal documented warning, written letter of warning, suspension, termination. The Employer retains discretion to commence progressive discipline at any step, including termination, based on the circumstances of the case. If an Employee is discharged, the Employer shall give notice of the reason(s) for the discharge at the time the action is taken.

15.4 If not immediately discharging the employee, the Employer may place an Employee into a non-pay status in order to investigate an allegation that the Employee has engaged in gross misconduct including, but not limited to, sexual harassment, violence, theft, destruction of Employer property, making a statement that may cause serious reputational harm to the Nevada Democratic Victory and/or Coordinated Campaign, violation of confidentiality agreements and/or policies, or is guilty of actions which meet the elements of a crime for which a sentence of imprisonment can be imposed.

Just Cause:

15.5 No employee shall be disciplined or discharged except for Just Cause.

ARTICLE 16 - Grievance & Arbitration Procedures

16.1 Differences between the Employer and the Union as to the application or interpretation of any of the provisions of this Agreement, including the question of whether a non-probationary Employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedures.

Grievance Procedure:

16.2 The parties shall strive to discuss all grievances in good faith and to resolve all issues prior to the formal grievance process or if a grievance is filed, at the lowest possible step. The parties shall work in good faith to ensure that all facts and arguments are made at the lowest possible step of the grievance process.

The Employer will comply with reasonable information requests from the union for preparation of the grievance(s).

Step 1: The Employee, with their Shop Steward or Union Representative present, shall discuss any issues or complaints with the Deputy Director for their department, or the Shop Steward or Union Representative shall discuss any issues or complaints with the appropriate Campaign Official. Such discussion must take place within fourteen (14) days of the date on which the Employee or the Union learned or may reasonably have been expected to learn of the issue. This time limit will be extended to sixty (60) days for

grievances over wages, benefits, sexual harassment or assault or other egregious circumstances. The parties and, if necessary, the arbitrator, will consider whether any delay beyond sixty (60) days is reasonable or excusable given the nature of the grieved issue. However, in no case will a delay extend beyond six (6) months.

Step 2: Unresolved grievances may be appealed to Step 2 by sending notice of the appeal, a written grievance, and relevant supporting documents to the Coordinated Campaign Director. Such appeals must be received by the Coordinated Campaign Director within seven (7) days of receipt of the Step 1 decision. The Coordinated Campaign Director, or their designee and Union representative shall schedule a meeting to discuss the grievance within three (3) workdays of the Employer's receipt of the appeal. These time limits may be extended by mutual agreement of the parties.

The Coordinated Campaign Director shall issue a written Step 2 decision within five (5) workdays of the Step 2 meeting.

If the grievance is not resolved at Step 2 the Union may appeal the grievance to arbitration in accordance with the Arbitration Section, below.

Grievance Mediation:

As an option prior to arbitration, both the Employer and the Union agree to make a good faith effort to utilize Grievance Mediation sponsored by the Federal Mediation and Conciliation Service (FMCS)/or Labor Connection as a means of settling grievances. Should the Employer and the Union mutually agree to use grievance mediation, the following provisions will apply:

- A. The findings and decision of the Mediator are advisory only and not binding upon parties.
- B. Should the issue proceed to arbitration, neither party shall make reference to the mediation process, its findings or decision.
- C. Any mediation expenses that may be charged by the FMCS/or Labor Connection for their services shall be borne equally by both parties.

Arbitration:

The Union shall have up to ten (10) calendar days after the response in Step 2 to notify the Employer by letter or other mutually agreeable means of its intent to arbitrate any unresolved grievance.

The matter shall proceed immediately to arbitration, unless either party demands expedited arbitration. The parties will mutually agree to an arbitrator if possible. If one cannot be agreed to, one will be appointed through AAA or Labor Connection appointment processes. The arbitrator shall make every effort to hear the case at the earliest possible date.

At the outset of any arbitration, prior to opening the record for evidence, the arbitrator

must first attempt to mediate the case for final resolution. In the event that the parties are unable to mediate their dispute successfully, the arbitrator shall commence the arbitration hearing. The fees and expenses of the arbitration shall be borne equally by the parties.

Attorneys shall be allowed to present cases at arbitration, and all such arbitrations shall take place at a location mutually agreed to by the parties or via electronic means (i.e., conference call, Zoom Meeting). All decisions of the arbitrator shall be final and binding. Nothing herein shall authorize the arbitrator to alter the terms and conditions of the agreement or make a new Agreement.

Remedy Procedures:

Upon failure of either party to meet with the other to adjust a grievance when requested to do so or failure to comply with any final decision, the Business Manager of the Union or their designee and the Coordinated Campaign Director or their designee shall meet within seventy-two (72) hours to attempt to resolve the dispute.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievants and a copy of the same sent to the Union for their records. Such settlements shall be paid as soon as practicable, but in no case longer than within two (2) pay periods of the settlement date.

Right to Legal Assistance:

It is understood between the Employer and the Union that either party may use legal counsel at arbitration. It is further understood that the Employer may include in any stage of the grievance procedure an outside labor relations consultant or attorney and the Union may include an International Representative or an attorney.

Time Limits:

These time limits may be extended only by mutual agreement, in writing. Any grievance not presented or processed by the Union within the prescribed time limits specified herein will be deemed to be withdrawn with prejudice. Failure of any Employer representative to render a decision on a grievance presented to him/her within the time limit specified above at the expiration of said time will automatically advance the grievance to the next step.

This Article shall survive the expiration of the Duration of Contract to allow for a resolution of all pending grievances and arbitrations.

ARTICLE 17 - Wages

17.1 Full-time Bargaining Unit Organizers (Hourly Employees who believe that they are being underpaid based on their demographic profiles have the right to initiate, on an individual basis or through the Union, a pay equity review conducted by the Human Resources Department.

No Employee will be disciplined, discharged, or discriminated against for initiating a pay equity review.

Organizers:

17.2 Full-time Bargaining Unit Organizers (Hourly Non- Exempt Employees) shall be compensated at an hourly rate intended to generate the equivalent of Fifty-Two

Thousand One Hundred and Ninety Dollars (\$52,190), based on a six (6) day 55-hour work week. The hourly straight time pay rate shall be \$16.28 and the overtime rate will be \$24.42.

The Employer and the Union agree that Organizers must keep track of all hours worked and report hours to their supervisor. The Employer and the Union will discuss practical procedures to facilitate the accurate recording of hours.

Regional Organizing Directors:

17.3 Effective October 1, 2022, and until December 31, 2022, all Regional Organizer Directors will be compensated at a monthly salary of \$5,830.00 or \$2,915.00 per bi-weekly pay period. Commencing on January 1, 2023, Regional Organizing Director salaries will revert to the pre-October 1, 2022, salary rate.

17.4 Effective April 1, 2024, the hourly and salary rates set out in Sections 17.2 and 17.3 shall be increased by 3%.

17.5 Either party, by a notice in writing no sooner than December 1, 2024, may reopen Article 17, Wages only. Agreement reached as a result of such reopening shall become effective as of January 31, 2025, providing such retroactivity does not exceed sixty (60) days. During any “opener” contemplated under this provision, all other provisions shall remain in full force and effect.

ARTICLE 18 - Hours and Schedules

18.1 The work schedule of full-and part-time employees will be based on the operating needs of the Nevada Democratic Victory Coordinated Campaign and may increase or decrease depending on the employer’s need. An employee’s direct supervisor must approve, in advance, any change to the employee’s regular work schedule.

18.2 Employees are expected to work during their normal business hours, including in office when required. Employees who are unable to work due to illness or emergency must notify their direct supervisor as soon as is reasonably practicable if they will not be in the office during their normal business hours and provide a contact number where the employee can be reached. If the employee must leave work early for any reason, the employee must notify and obtain prior approval from their direct supervisor.

Employees are expected to report to work as scheduled. Employees are required to notify their supervisor of an unscheduled absence at least thirty (30) minutes prior to their scheduled start time if possible. If the absence is unexpected and based on an emergency, employees must report their absence as soon as practicable.

The Employer expects all employees covered under this Agreement to take the rest necessary to perform at their highest abilities. Breaks and meal periods are paid and should be taken at reasonable times, consistent with Nevada law, throughout each workday to avoid scheduling conflicts with the employee’s department. Specifically, nonexempt employees who work a continuous period of 8 hours are entitled to a 30-minute unpaid, off-duty meal period. Employees working at least 3.5 continuous hours in a day are entitled to take a ten-minute paid rest period for each four hours worked or a

major fraction thereof. For example, an employee is entitled to one ten-minute rest period if the employee works 3.5 continuous hours; two 10-minute rest periods if the employee works at least seven continuous hours and less than 11 continuous hours; and three ten-minute rest periods if the employee works at least 11 continuous hours and less than 15 continuous hours. Rest periods should be taken in the middle of each work period insofar as is practicable. An employee may voluntarily agree to waive any meal or rest period. Employees should notify their direct supervisor whenever they are taking a break or meal period and should notify the supervisor in advance if the employee anticipates any difficulty in taking a break or meal period so that the supervisor can help facilitate the break or meal period.

18.3 Regional Organizing Directors are guaranteed one day off a week until the ROD GOTV period. The “ROD GOTV” period is defined as October 17, 2022, through Election Day, although the ROD GOTV period may be extended until November 15, if the employer reasonably determines it necessary. Under no circumstances shall these employees have less than 8 hours rest between ceasing and commencing employer directed work, with the exception of the week of Election Day. The employer may request to modify the duration of the GOTV period for purposes of the election cycle based on campaign needs, which request shall not be unreasonably refused by the Union.

18.4 It is expected that Organizers will work six (6) days per week/ 55 hours per week or 110 hours per pay period (Monday-Sunday) with one (1) day off per week. If any additional hours are worked, they will be paid at 1.5 times the straight rate of pay.

As the “GOTV period” approaches, Organizers may be required to work seven (7) days per week and up to 68 hours (Monday-Sunday) (136 hours per pay period) to accommodate the operational needs of the employer.

The time periods and hours are as follows:

- September 5 through October 2: Organizers may not work more than 60 hours per work week (Monday through Sunday).
- October 3 through October 16: Organizers may not work more than 67 hours per work week (Monday through Sunday).
- October 17 through November 8: Organizers may not work more than 68 hours per work week (Monday through Sunday).

Organizers may not work over the number of hours in a given time period except with express written approval (text or email) of a non-Union Supervisor. Organizers shall be allowed reasonable flexibility in their schedule in order to accommodate evening and weekend campaign and organizing work as long as operational needs of the Employer are met, and the Organizer does not exceed 60 hours of work per week, unless approved by a non-Union Supervisor.

The “GOTV” period is defined as October 17, 2022, through Election Day, although the Organizer GOTV period may be extended until November 15, if the employer reasonably determines it necessary. Under no circumstances shall these employees have less than 8 hours rest between ceasing and commencing employer directed work, with the exception of the week of Election Day. The employer may request to modify the duration of the GOTV period for purposes of the election cycle based on campaign needs, which request shall not

be unreasonably refused by the Union.

ARTICLE 19 - Working Conditions

19.1 Upon prior notice and in reasonable cooperation with Employer, representatives of the Union shall be provided access to the Employer's offices and other locations where work is being performed for the purpose of determining that the terms of this Agreement are being complied with including but not limited to meeting with management to process grievances, inspecting work schedules, investigating the standing of Employees and inspecting pay records.

19.2 No Employee shall suffer a reduction of wage rates, salary, decrease of hours, or reduced Paid Time Off solely by the signing of this Agreement.

19.3 If a physical examination or health permit is required by the Employer, all expenses attached to the same shall be borne by the Employer.

19.4 The Employer shall maintain a first aid kit, fully equipped, in each office.

19.5 The Employer shall not require any Employee to take a polygraph (i.e., detector) test. The Employer will not conduct random drug testing or compel an employee to consent to a drug test.

Temporary Assignments:

19.6 If a vacancy occurs for any reason, and a bargaining unit Employee is assigned to perform the substantial majority of the duties required of the higher classification (including supervisory positions) for five consecutive business days or more, the Employer agrees to pay the person assigned to perform the interim position at the rate of pay for that position, prorated for the hours worked in that position.

An employee who is temporarily assigned to perform the duties of a non-Bargaining Unit position under this provision will remain in the Bargaining Unit, unless or until their temporary assignment position becomes permanent.

Temporary Employees:

19.7 May be hired by the Employer in its discretion, but the Employer shall not hire temporary employees for the purpose of replacing permanent full-time or part-time Union bargaining unit Employees without prior written agreement from the Union. If a temporary position becomes permanent/full-time and the majority of the work performed by the position is work normally performed within the Union's bargaining unit, it shall be

included in the bargaining unit. Upon permanent full-time or part-time date of hire, continuous time served as a temporary or project Employee shall be credited for purposes of seniority.

Office Standards:

19.8 All offices, including field offices, consistent with the layout of space leased by Employer, and Employer's legitimate need to establish and commence operation of new office locations simultaneously, will make best efforts to meet the following minimum standards:

- Adequate number of appropriate chairs and desks (which may be shared) for the number of Employees and volunteers assigned.
- Adequate amount of office supplies determined by Employer in its sole discretion to be needed for the number of Employees and volunteers assigned.
- Adequate amount of trash and recycling bins as well as bags.
- Adequate bathroom facilities including at least one gender neutral bathroom where feasible given the space leased by the Employer.
- Employer will provide a supply of feminine hygiene products.
- Accessible exits.
- Adequate lighting.
- Functional utilities including internet
- COVID-19 Supplies (Hand sanitizer, face masks, disinfectant wipes)

Management will, in reasonable consultation with the Union, develop protocols and training for active shooter scenarios, safe mail handling, and other safety issues and standards and will make efforts to accommodate reasonable requests for materials or other office standards.

The Nevada Democratic Victory will provide training for all employees, management, non-management and union, at reasonable intervals, with the following training:

- Sexual Harassment and Discrimination training
- Diversity & Inclusion Training
- Unconscious Bias Training

A single training can encompass all three of the topics above.

No Bargaining Unit member will be disciplined, discharged, or discriminated against for raising good faith concerns about office conditions/standards.

Skip Level Meeting:

19.9 The IBEW bargaining unit employees covered under this Agreement will have an opportunity to have a skip-level meeting with the Department Director, which may be held in-person, by webinar or other remote conferencing technology. It is understood that these conversations are not intended to address the terms and conditions of employment for employees as employees have designated the IBEW Local 1245 for that purpose. It is also understood that these meetings should be for the purpose of addressing a specific topic. No Employee will be disciplined, discharged, or discriminated against for raising good faith concerns during the Pathway for Feedback process.

ARTICLE 20 - Paid Time Off (PTO) & Sick Leave

Paid Time Off (PTO):

20.1 The Nevada Democratic Victory recognizes the value of rest and relaxation and encourages employees to use all accrued Paid Time Off Benefits (PTO).

In addition to the paid holidays set out in Article 21, after an employee has completed the probationary period, the employee is eligible for paid time off. Paid time off is unlimited but requires prior approval (see process below) must not conflict with the core needs of the organization and campaign. PTO may not be taken within 30 days of the November 3rd general election, except for emergencies where approved by the Employer.

Employees must discuss time off with their Deputy Field Director (DPD) with two (2) weeks advance notice with the exception of emergencies. The Department Director will be notified of the request and have final approval. Approval will take into consideration many factors, including but not limited to the leave's impact to overall operations and conflict with other approved time-off requests. All approved time-off requests must be submitted to the Operations Director for tracking purposes. Employees requesting Paid time of shall be informed of approval or denial within 2 days of initial request.

Restrictions: As the employer, Nevada Democratic Victory, may, at its discretion, determine periods of time where paid time off may not be requested or taken by employees. For example, paid time off requests will not be approved after September 1 until post-election work is complete, except for emergencies where approved by the Nevada Democratic Victory Executive Director Deputy Executive Director.

Earned but unused PTO benefits shall not be paid upon termination of employment.

Sick Leave:

20.2 Sick leave is unlimited but should only be used when needed. Employees may use sick leave when they are experiencing health issues and are unable to report to work. Employees should inform their Deputy Field Director by phone or email as soon as possible when they intend to utilize sick time, and in no event later than 9:00 A.M. on the

day the sick time is used. Deputy Field Director will inform the Regional Organizing Director Employees that need to take extended sick leave should discuss directly with the Deputy Field Director. Employees may also use sick leave to attend non-emergency medical appointments that fall during work hours, as necessary. Non-emergency medical appointments should be scheduled so that they do not interfere with campaign needs. If an employee is sick for three or more consecutive days, the employee must provide a note from their medical provider.

Employees who are sick with COVID-19 should take time off to recover and should closely follow their doctor's guidance, or the relevant state guidelines, and employer policies, about care and self-quarantine.

ARTICLE 21 - Holidays

21.1 The following shall be paid holidays for all salaried and hourly employees:

- New Year's Day
- Martin Luther King Jr.'s
- President's Day
- Memorial Day
- Juneteenth
- Independence Day (in an odd year only or remote)
- Labor Day (in an odd year only or remote)
- Thanksgiving Day and Friday following
- December 23rd-December 30th
- New Year's Eve

Employees with a bona fide religious belief shall be permitted to take PTO to observe the religious holidays of that belief. The Campaign will accommodate the specific day off requested by the employee.

It is expected that many employees will be required to work on holidays. If employees are required to work on a Holiday, the employee may work with their manager to find a different day to take off to make up for working on an office holiday. There may be a time where the campaign may designate the office to be open on a holiday. In that situation, the Nevada Democratic Victory will make employees aware at least two weeks in advance.

If a holiday falls on a Saturday, it is observed the preceding Friday. If a holiday falls on a Sunday, it is observed the following Monday. If an employee works on a holiday, an in-lieu day should be discussed with the employee's manager and should be taken within two weeks whenever possible.

Full and part-time employees are eligible for paid holidays immediately upon hire. Exempt and nonexempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

ARTICLE 22 - Miscellaneous Benefits

Supporter Housing:

22.1 In the case of relocation being required, the Employer will advise all IBEW Bargaining Unit members of potential supporter housing opportunities, if any. If available, the Employer will connect the Employee with opportunities to secure supporter housing, but nothing in this Agreement shall require the committee to place an Organizer in supporter housing.

Transportation Stipend:

22.2 (A) The Employer recognizes the Employees may utilize personal vehicles in the course of their employment and commits to including a travel stipend each month that Employees are required to travel for work-related activities, paid monthly for the classification and rates as defined below. No travel logs, receipts or tracking of mileage will be required. Gas cards will not be a form of payment for this stipend. To be eligible for this stipend, an employee's personal vehicle must allow them to reliably conduct necessary work-related activities.

- Urban & RODs \$100.00 monthly
- Suburban \$150.00 monthly
- Rural \$200.00 monthly
- Tribal \$250.00 monthly

For purposes of this article, these terms shall be defined as follows:

- Urban: Includes turfs within Las Vegas or Reno/Sparks
- Suburban: Turf contains cities within Clark or Washoe County, but not including Reno/Sparks or Las Vegas
- Rural: Turf is wholly contained in any county/counties outside of Clark or Washoe County
- Tribal: Turf contains reservations and colonies across at least two counties.

Taxis/Ride Shares:

22.3 Employees must avoid unnecessary travel costs and are not authorized to utilize taxis or ride shares without the prior consent of a supervisor who is not in the bargaining unit. With prior approval, when a taxi or rideshare is the most cost-effective method of travel for Employees on business travel outside their normal area of employment, or as otherwise authorized, Employees will be reimbursed the cost of the fare of a taxi or rideshare, plus a reasonable tip (which will not exceed 20%).

Parking/Tolls:

22.4 Traveling Employees (i.e., an Employee who is traveling outside of their regular geographic area of responsibility), or as authorized with prior approval, will be reimbursed for reasonable parking and/or tolling expenses, including charges for hotel parking while on business travel. Employees must minimize such expenses. In no event will Employer reimburse Employees for valet parking.

Commuter Fare/Bus Pass:

Employees who utilize public transportation, including but not limited to buses or trains, to commute to and from work, shall be reimbursed for their monthly expense(s), not to exceed \$75 a month. Receipts must be submitted for reimbursement. If public transportation is going to be the regular means of commuting; the employee must give initial notice to the

employer to be granted reimbursement for all subsequent travel. All employees shall not be eligible to receive both the reimbursement provided under this section and the transportation stipend provided in Section 22.2.

Cell Phone/Internet Stipend:

22.5 The Employer recognizes Employees will utilize their personal cell phones and internet for campaign work and commits to paying a \$50 cell phone stipend.

Campaign Expenses:

22.6 Employer will make every reasonable effort to fully reimburse employees for all reimbursable campaign expenses incurred during the course of their work duties. All reimbursable expenses incurred in any month must be submitted to the Chief Operating Officer and Operations Director on or before the last day of that month. Employees shall not incur any expenses without written pre-approval of Executive Leadership. Employees must submit their request with a receipt according to a process determined by the employer.

Employer-Required Training:

22.7 The Employer shall pay the expenses for any and all required training(s). Time spent at required training(s) shall be considered regular work time, and the Reimbursement policy shall apply for any associated expenses.

Ownership of Frequent Traveler Miles and Hotel Rewards:

22.8 Frequent flyer miles and other bonuses accrued during travel are the property of the traveling Employee when possible.

Introductory Union Meeting Town Halls:

22.9 The Union will be permitted thirty-minutes, to hold our initial bargaining unit meeting. This meeting will be held via phone and/or video conferencing for the Nevada Democratic Victory Coordinated Campaign bargaining unit members to participate. The Nevada Democratic Victory Coordinated Campaign will schedule staff accordingly for the IBEW Town Hall introductory meeting. The main purpose for this meeting is to explain the rights of the Nevada Democratic Victory bargaining unit employees to join the union and to use this time to have Bargaining Unit employees fill out and return the required IBEW paperwork for dues deduction and IBEW membership application.

Equipment Required for Work:

22.10 The Employer will provide all equipment necessary to do the job. If an Employee requests equipment that the Employer has indicated is necessary to do the job, the Employer will provide the necessary equipment, unless the Employer determines such equipment is not necessary to do the job or as otherwise agreed to by the Employer and Union. In no event shall this provision be construed to require the Employer to provide an employee with a vehicle, phone, tablet, or laptop

Professional Development Opportunities:

22.11 At the end of an election cycle, the Employer will create a listserv to share job opportunities. Department Directors will hold office hours to discuss job opportunities, resume advice, and answer questions. Employees are welcome to ask for such a meeting prior to the end of the campaign as well. The Operations Director or designee will send out information regarding procedures for applying for unemployment benefits in an

individual's state and healthcare benefits continuation.

Continuation of Existing Benefits:

22.12 During the term of each Employee's employment, the Employer will continue to provide the same individual or family health, vision, and dental benefits for all eligible employees that it currently provides, unless such benefits are discontinued by the plan provider or to the extent that the Employer, after consultation with the Union, reasonably determines that adoption of alternative plans will maintain quality of benefits equal to or greater than that provided in the status quo benefits plans. Employees are eligible for post-employment continuation of benefits, at their expenses, subject to the eligibility requirements of the Employer's plans and applicable law.

ARTICLE 23 - Leaves of Absence and Other Leaves

Voting:

23.1 Employees, who are eligible voters, will whenever possible vote outside of working hours or by absentee ballot where those options are available. In circumstances where an Employee is not eligible to vote by absentee ballot and the Employee's work schedule does not allow sufficient time to vote, Employees shall receive two hours of paid time off to vote, without loss of pay, to vote at either the beginning or end of the regular working shift, whichever allows sufficient time for voting and the least time off from the regular working shift. Employees will at least two (2) days in advance inform their supervisor of their need to take time off to vote and mutually agree to a reasonable time.

Jury Duty and Legal Proceedings:

23.2 An Employee who is required to report for, or to serve on jury duty shall, for the first two weeks (10 days) of jury duty, receive the difference between the Employee's straight time weekly basic pay and the amount received while on jury duty. Any remaining period of jury duty service shall be provided at ½ the Employee's straight time weekly basic pay, less the amount received while on jury duty. The Employee will be expected to work on days when the jury is not in session. The schedule of a part-time Employee shall not be altered solely for the purpose of avoiding jury duty pay.

Employees serving on the jury shall not be required to work hours other than those during which the Employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

Time spent at legal proceedings at the request of the Employer or Employers counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceeding for the benefit of the Employer, provided the Employee has given their Supervisor prompt notice of the request.

Military Leave:

23.3 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. Employees who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such Employee shall give the Employer no less than two (2) weeks prior notice where possible.

Bereavement Leave:

23.4 In the case of a death of a close family member (namely, the death of a parent, stepparent, spouse, domestic partner, child, step child, brother, sister, grandparent, grandchild(ren), or parent-in-law) of any Employee requiring the Employee's absence from their regularly scheduled assignments, the Employee shall be granted leave of absence with pay of five (5) scheduled work days.

For purposes of Bereavement Leave, domestic partnership will exist where (a) both persons are or are not of the same sex; (b) both persons have shared a common residence for at least the previous six (6) months; (c) both persons are at least eighteen (18) years of age; (d) the two persons are not related by blood in a way that would prevent them from being married to each other under state law; and (e) are in a committed relationship with each other.

ARTICLE 24 - Duration of Contract

This Agreement shall continue in effect from October 24th, 2022, through October 23rd, 2025 and shall be effective on all work covered hereby every year thereafter unless either party serves notice in writing on or before September 31st, 2025 or on or before September 31st of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations neither party shall change conditions existing under the Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

X 

Robert Dean
IBEW Local 1245 Business Manager

X 

Brynn Palmen
Nevada Democratic Victory

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

December 8, 2022

Lonnie R. Stephenson, Int'l President
This approval does not make the
International party to this agreement