

**Proposed Agreement
Between
The Democratic Party of Virginia
And
United Food and Commercial Workers
Local 400**

Memorandum of Agreement

This Memorandum of Agreement is, by and between **The Democratic Party of Virginia** (the “Employer”), and the United Food & Commercial Workers, Local 400 (the “Union”). The items listed below outline tentative agreements reached by both parties during contract negotiations. Items agreed to during negotiations are tentative agreements until ratified by the membership.

Agreement

THIS AGREEMENT made and entered into this ____ day of ____ 2020, between THE DEMOCRATIC PARTY OF VIRGINIA. (hereinafter referred to as the “Employer”), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400 of Washington, D.C. chartered by the United Food and Commercial Workers International Union, (hereinafter referred to as the “Union”).

Witnesseth

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.

Unless otherwise specified, the term “Employees” as used in this Agreement shall mean Employees in the Democratic Party of Virginia bargaining unit.

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.

ARTICLE 1 -- Successors and Assigns

1.1 This Agreement shall be binding on all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement or any part thereof shall not be sold, conveyed or otherwise transferred or assigned to any successor without first securing the Agreement of the successor or assignee to assume the Employer's obligations under this Agreement and to offer employment subject to the terms of this Agreement, to all of the Employer's then current Employees, recognizing their accrued seniority for all purposes. Provided that the Employer shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligations, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

ARTICLE 2 -- Recognition

2.1 The Employer hereby recognizes the Union as the sole collective bargaining representative for an appropriate unit consisting of all Employees working for the Democratic Party of Virginia. As the parties' intention is for the Union to represent a wall-to-wall unit, the parties will bargain over the wages of any job classifications not specified in this Agreement in Article 7. Excluded from the unit are guards, confidential employees, managers and supervisors as defined by the National Labor Relations Act, as well as any other employees who cannot be included in the unit under applicable law or contract.

2.2 Bargaining Unit Work shall be defined as those tasks related to fundraising, communications, administration, digital outreach, data operations, volunteer coordination, organizing, policy, advisors, political, operations, media and video production, advance, and all other work related to promoting the Democratic Party of Virginia. Except as otherwise provided herein, the Employer will give preference to bargaining unit Employees to perform bargaining unit work. Volunteers shall not be used to replace bargaining unit Employees unless otherwise agreed to between the Union and the Employer.

ARTICLE 3 -- Union Security

3.1 All Employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.2 Upon failure of any Employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 1 above, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within ten (10) days of receipt of such notice, discharge any such Employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 1 above, is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.4 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 employment, reinstatement, transfer, termination, or change in status from part-time to full-time or full-time to part-time
- Classification (full-time, part-time)
- Rate of pay (hourly or salary)
- Place of employment
- Unique Employee ID number
- Date of birth

- Home address
- Work address
- Mobile phone number
- Non-work Email address
- Ethnicity
- Gender expression
- Preferred gender pronouns

3.5 When a new Employee is on-boarded they will be provided with an application for the Union to be filled out by the Employee and returned to the Union by human resources. 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 4 -- Seniority

4.1 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.

4.2 Employees who are laid off will retain their original seniority date for up to twelve (12) months.

4.3 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. 4.4 When positions become available, they will be emailed to all bargaining unit Employees, with a job description and application process. Unless otherwise agreed to by the Union and Employer, and where practicable, all jobs will be emailed to employees for forty-eight (48) hours before considering outside applicants. The Employer will send the Union the names of the successful candidates and the date the job has been awarded.

4.5 If an Employee within the same department applies, in the case of a lateral move within the same classification, seniority will be a significant consideration in filling the position.

4.6 In the case of promotion or a move to a different department, the Employer will assess and document the experience and qualifications of all bargaining unit applicants and fill the position with the most experienced and qualified candidate. When experience and qualifications are equal, bargaining unit Employees will be given preference and seniority will prevail in filling the position.

4.7 In the event of layoffs, all bargaining unit Employees and the Union will be given notice of the planned layoffs no fewer than thirty (30) days prior to the planned layoffs or as soon as the Employer makes their decision to impose layoffs whichever is more. Notice shall include which departments and classifications will be impacted, and how many positions will be eliminated. Unless otherwise agreed to between the Union and the Employer, layoffs will occur in order of reverse seniority within departments and classifications. Once layoffs are announced the Employer will meet with the Union within five (5) business days to review the positions to be eliminated. The Employer will provide impacted Employees with a list of all available bargaining unit and non-bargaining unit positions available at that time and will continue to update that list until layoffs go into effect. Laid off Employees will have first priority, by seniority, for available positions.

4.8 Should new bargaining unit positions be created within eighteen (18) months of layoffs, they will be offered first to laid off Employees with relevant experience and filled by seniority.

ARTICLE 5 -- Hours and Overtime

5.1 Salaried Employees are generally expected to work a five (5) day work week. However, such Employees must be available in case of emergency on their off days unless otherwise prohibited by this Agreement. The Employer's office hours are from 9:00 a.m. until 6:00 p.m., Monday through Friday. An employee's manager must approve, in advance, any change to the employee's regular work schedule.

5.2 Salaried Employees will receive four (4) days per calendar month in which they will be off and not on call. The Employee will give the Employer at least twenty-four (24) hours' notice when requesting a day, if the request is denied, the Employer must offer another day within three (3) days that the Employee can use, even if that carries into the next calendar month.

5.3 Hourly Employees will be entitled to time and one-half (1 1/2) pay after eight (8) hours in one (1) day or forty (40) hours in one (1) week (Monday through Sunday). The specific days and hours worked will be determined at the discretion of the Employer.

5.4 For all Employees, if they work for four (4) hours or more they will be entitled to one (1) fifteen (15) minute paid break. If they work six (6) hours or more they will be entitled to two (2) fifteen (15) minute paid breaks. If they work eight (8) hours more they will be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid lunch. If they work twelve (12) hours or more they will be entitled to four (4) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid lunch. Employees shall not be required to work more than sixteen (16) consecutive hours without a twelve (12) hour rest period in between work hours, unless there occurs an emergency or other unusual circumstance which require more than sixteen (16) consecutive hours of work.

5.5 All hourly Employees' shifts must be no less than four (4) hours. All shifts for hourly Employees must be separated by a twelve (12) hour rest period.

5.6 **Pay Periods** - For payroll purposes, the Employer's workweek begins at 12:01 a.m. on Monday and ends on the following Sunday at midnight. Employees are paid on the 15th and last days of each month, unless the pay day is a Saturday or Sunday, in which case employees will be

paid the preceding Friday. Paychecks are direct deposited into employees' bank accounts – enrollment forms are in the new hire packet.

5.7 **Employer-Required Training** - The Employer shall pay the expenses for any and all required trainings and/or meetings. Time spent at required trainings and/or meetings shall be considered regular work time, and the reimbursement policy shall apply for any associated expenses.

ARTICLE 6 -- Working Conditions

6.1 Representatives of the Union shall have 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.

6.2 No Employee shall suffer a reduction of hourly wage rates, salary, decrease of hours, or reduced vacation time solely by the signing of this Agreement.

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

6.4 The Employer shall maintain a first aid kit, fully equipped.

6.5 The Employer agrees to provide sufficient space on the office bulletin board or other forms of communications used by the Employer for the posting of Union activities. The Shop Steward is authorized to disseminate Union notices and information via internal Electronic Mail and Internet.

6.6 The Employer shall not require any Employee to take a polygraph (lie detector) test.

6.7 The Parties agree to bargain over a Reasonable Suspicion Drug Policy which shall include provisions for no marijuana drug testing or random drug testing.

6.8 No Employee shall be discharged, disciplined, or discriminated against for reporting suspected criminal activity by management.

6.9 **Nursing Parents** - The Employer will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. This location may be the employee's private office, if applicable. The Employer will also provide a reasonable amount of time to accommodate an employee desiring to express breast milk for the employee's infant child.

6.10 **Temporary Assignments** - 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), 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.

6.11 **Consultants and Temporary Employees** - The Employer shall not use consultants or temporary Employees to perform work normally performed within the Union bargaining unit without prior written agreement from the Union.

Temporary Employees shall not replace permanent full-time or part-time Union bargaining unit Employees without prior written agreement from the Union. If a temporary position involving work normally performed within the Union bargaining unit becomes a permanent full-time or part-time position, 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. In the event the Employer contemplates hiring Temporary Employees, the parties will bargain over wages, benefits and working conditions.

Consultants or temporary Employees may be hired to enhance the work of bargaining unit Employees by mutual agreement between the Employer and the Union.

Upon request, the Employer will provide the Union with a description of the work being done by a consultant and, if the consultant is working by the hour, the number of hours worked and the pay rate.

6.12 **Supervisor Review** - Employees will have an opportunity to complete a quarterly, written, supervisor review that will be submitted to the supervisor's supervisor and a copy to the Union. Employees can also provide feedback about their direct supervisor in a confidential manner to Human Resources and the supervisor's supervisor.

6.13 **Office Standards** - All offices will make best efforts to meet the following minimum standards:

- Adequate amount of appropriate chairs and desks for the number of Employees and volunteers assigned.
- Adequate amount of office supplies for the number of Employees and volunteers assigned, including, but not limited to computers.
- Adequate amount of trash and recycling bins as well as bags.
- Adequate bathroom facilities including at least one gender neutral bathroom.
- Accessible exits.
- Adequate safety and security measures and lighting.
- Functional utilities including internet

Management will work with the Union to 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.

If an Employee has a reasonable belief that they are unsafe they may leave and close the office if necessary. The Employee shall contact their supervisor as soon as practicable and may only be required to return with the consent of the Union.

No one will be disciplined, discharged, or discriminated against for raising their concerns about office conditions/standards.

ARTICLE 7 -- Wages and Employee Classifications

7.1 Definitions of Employee Status:

- A. Full Time - Employees scheduled to work 40 hours or more per week.
- B. Temporary - Employees hired for what is contemplated to be a limited period of time, nine months or less.

7.2 **Wage and Employee classifications:**

Deputy Executive Director / Chief Technology Officer	\$90,000-95,000 yearly
Data Director	\$55,000-75,000 yearly
Voter Protection Director	\$55,000-75,000 yearly
Voter Protection Coordinator	\$55,000-75,000 yearly
Digital Director	\$55,000-75,000 yearly
Political Director	\$55,000-75,000 yearly
Deputy Political Director	\$45,000-55,000 yearly
Communications Director	\$55,000-75,000 yearly
Press Secretary	\$55,000-75,000 yearly
Finance Director	\$55,000-75,000 yearly
Deputy Finance Director	\$45,000-55,000 yearly
Finance Assistant	\$45,000-55,000 yearly
Paid Fellow	\$15.00 hourly

Performance or experienced based wage or salary increases will be considered by the Employer either upon request or at the Employer's discretion. However, such increases will only be implemented after consultation with the Union.

7.2 **Severance** - All salaried bargaining unit Employees who have worked for six (6) months or longer shall be paid thirty (30) days' salary upon the end of their employment, unless terminated for cause. The Employer will continue Health and Welfare contributions for (3) three full months following termination. Employees who have worked for (3) years or longer shall be ~~paid (2) weeks~~ **one full pay period** salary for each year of employment upon the end of their employment. The Employer will continue Health and Welfare contributions for (6) six full months following termination.

The pay may be contingent on signing a severance or non-disclosure agreement.

7.3 **Executive Pay** - The highest paid Employee of the Employer shall not receive a salary exceeding twice (2) times the highest salary of a bargaining unit Employee.

7.4 **Pay Transparency** - The Employer shall provide the Union upon request with a list of salaries of all Employees, including management positions and consultants.

7.5 **Independent Contractors** - No outside vendor or contractor will be hired to do any work described in the recognition clause of this Agreement for any job lasting more than seven (7) days in a calendar month without the approval of the Union.

ARTICLE 8 – Miscellaneous

8.1 **Mileage Reimbursement** - Employees who use their personal vehicle for non-commuting, work-related travel of over fifty (50) miles one way will receive \$.40 cents per mile. Documentation is required to be submitted to the Employer within thirty (30) days of travel.

8.2 **Notice for Out-of-Town Travel** - When practicable, Employees will be given a minimum of forty-eight (48) hours' notice for any out-of-town travel. If given less than forty-eight (48) hours notice, an Employee may only be required to travel out of town with the consent of the Employee and the Shop Steward. No Employee will be disciplined, discharged, or discriminated against for refusing an out-of-town assignment when given less than forty-eight (48) hours notice.

8.3 **Taxis/Ride Shares** - When Employees need to utilize taxis/ride shares in the course of business or business travel, they will be reimbursed the cost of the fare plus a reasonable tip. Documentation is required to be submitted to the Employer within thirty (30) days.

8.4 **Parking/Tolls** – Traveling Employees will be reimbursed for parking and toll expenses, including charges for hotels while on business travel. Provided, airport parking will only be reimbursed where there are no reasonable alternative methods (i.e. public transportation, taxis, ride share) of getting to the airport or where otherwise agreed to by the Employer in advance on a case-by-case basis. Documentation is required to be submitted to the Employer within thirty (30) days.

8.5 **Ownership of Frequent Traveler Miles and Hotel Rewards** - Frequent flyer miles and other bonuses accrued during travel are the property of the traveling Employee when possible.

8.6 **Per Diem** - Per Diem will be paid when on assignments away from a Employees' home, or when an assignment otherwise requires overnight lodging. Per Diem is meant to cover meals, tips and other incidental travel expenses not otherwise reimbursable. Receipts are not required to account for Per Diem and expenses.

In cases when it is a financial hardship for an Employee to pay up front expenses which Per Diem covers, Employees may request a check in advance for the days they are scheduled to receive Per Diem.

The Per Diem rate shall be sixty dollars (\$60.00) per day.

The per diem provisions of this section apply unless a Party/Company credit card is provided to the employee to cover travel expenses.

8.7 **Mobile Phone Policy** - The Employer will reimburse fifty dollars (\$50.00) per month for the cost of a mobile phone plan for Employees who are required to have a mobile phone for their work.

8.8 **Laptop Stipend** - The Employer will provide laptops, or at the Employee's option, will reimburse twenty-five dollars (\$25.00) per month, for the first four (4) years of employment, for the use of a personal laptop for Employees who are required to have a laptop for their work.

8.9 **Flexible Spending Programs** - The Employer will provide Health Care Flexible Spending Accounts (FSA), at the point of hire, to all Employees for Employee-initiated contributions.

8.10 **Existing Benefits** - No reduction in pay and economic benefits (for example, pay, leave, and insurance) shall be made as a result of putting this Agreement into effect unless negotiated.

8.11 **Union Meetings** - The Union will be permitted three (3) hours each month to hold bargaining unit meetings. These meetings may be held on the Employer's premises and may utilize phone and/or video conferencing for remote staff to participate to the extent that use of the premises and equipment do not unreasonably interfere with operations. All Union-eligible Employees shall be allowed to prioritize this meeting in their schedule and the Employer will reschedule any conflicting events accordingly, except in cases where scheduling conflicts are outside of the Employer's control.

8.12 **Intellectual Property** - If an Employee creates any code, programming, materials, or other intellectual property that is created on non-work time, outside of the Employee's obligations to the Employer, and not branded with the Party logo, it will be the property of the Employee who creates it. All other creations shall be considered work-for-hire and shall remain the property of the Employer, unless otherwise agreed-to by the Employer and the Employee.

8.13 **Equipment Required for Work** - The Employer will provide all equipment necessary to do the job. If an Employee requests equipment, the Employer will provide the necessary equipment within ten (10) days, unless otherwise agreed to by the Employer and Union.

8.14 **Personal Services** - No Employee shall be required to perform services of a personal nature.

ARTICLE 9 -- Vacation

9.1 After an employee has completed his or her third month of employment with the Employer, they are eligible for vacation.

Vacation time is not limited.

Employees must discuss time off with their direct supervisors no less than one (1) week in advance. Requests for time off longer than three (3) consecutive days must be discussed no less than two (2) weeks in advance. If the employee's direct supervisor believes the request does not negatively impact the department's operations, the request will be forwarded along to the Executive Director for his/her final approval.

Time off is not "accrued" as in traditional vacation policies and will likewise not be paid out upon resignation or termination, unless required by applicable law.

ARTICLE 10 -- Holidays

10.1 The following shall be paid holidays for all salaried and hourly Employees:

- | | |
|---------------------------------|-------------------------------------|
| (a) New Year's Day | (g) Labor Day |
| (b) Martin Luther King, Jr. Day | (h) Thanksgiving Day |
| (c) President's Day | (i) Day After Thanksgiving |
| (d) Good Friday | (j) Christmas Eve |
| (e) Memorial Day | (k) Christmas Day |
| (f) Fourth of July | <u>(l) New Year's Eve</u> |
| | (m) Two (2) Personal/Religious Days |

In the event one of the above holidays falls on a Saturday or Sunday, the day observed by the federal government will be the honored day off.

10.2 Salaried Employees shall be entitled to be off on the above holidays, unless otherwise agreed to between the Employee and their supervisor, in which case the Employee shall receive a compensatory day to be used within fourteen (14) days.

10.3 Hourly Employees will be compensated for four (4) hours for holidays at their straight time rate.

10.4 The Employee may exchange any of the above holidays for a different religious holiday with a month's notice to their supervisor.

ARTICLE 11 -- Health and Welfare

11.1 All Employees and eligible dependents are eligible for Hospital Medical, prescription, dental and vision benefits on their date of hire. All Employees are eligible for life insurance, and long and short-term disability benefits on their date of hire. The Employer shall maintain the Health Plans as shown in Appendix "A" during the term of this Agreement.

The Employer agrees to maintain the current employee contribution (premium) through the term of the Agreement.

ARTICLE 12 -- Sick and Safe Leave Benefits

12.1 **Sick and Safe Leave** - The Employer shall grant sick and safe leave time, without penalty, for Employees in case of illness, accident, or personal emergency for themselves or to care for any family members or dependents. Sick and safe leave may also be used for any time needed to attend court, meet with lawyers or other service providers, or take time needed to recover in any incident related to domestic or sexual abuse or violence for the Employee or to care for any family members or dependents. Employees will not be on call when on sick time.

12.2 **Procedure:**

(a) Sick leave may be used for any medical or dental appointments.

(b) Sick time can be taken at a minimum increment of one (1) hour.

(c) A doctor's note will not be required when using sick time, unless the Employer requests documentation for absences over five (5) days.

(d) Upon mutual agreement, Employees shall be allowed to work from home, when reasonable, if they are sick or on safe leave time, but able to work.

12.3 **Pandemics and other Emergencies:**

The Employer and the Union recognize that there may be events such as pandemics and other emergencies that impact the safety and health of workers, their families and the public at large. The Employer and the Union further recognize that these events may create extraordinary circumstances and create a need to implement changes to leave policies, pay rates, staffing levels and other policies and procedures.

The Employer and the Union cannot predict in advance when an extraordinary circumstance of this nature may occur, nor can they determine in advance the best way to respond to such a circumstance. The Employer agrees, however, to work with the Union if a circumstance like this arises, and agrees to address health, safety and other issues that arise as a result of the circumstance. In addition, to the extent practical, the Employer will give the Union advance notice of measures being taken to address emergency issues.

Required Quarantine- 12.4 The Company shall implement a COVID-19 Emergency Leave and Pay policy for Employees. If a Employee has been diagnosed with COVID-19 or is required to quarantine by their healthcare professional, a governmental agency, or the Democratic Party of Virginia, he/she will be eligible for **paid leave**.

In the event the Employee has to care for a family member who is required to quarantine, during COVID-19 pandemic, the Employee he/she will be eligible for paid leave. The employee is required to immediately notify the Company of the need for leave using the established guidelines.

Any employee who is Quarantined or on a Leave of Absence, during COVID-19 pandemic or any future pandemic emergencies, the Company's Attendance policies will be suspended for the duration of that time.

ARTICLE 13 -- Time off Work

13.1 Subject to the following conditions, Employees shall be granted leaves of absence which shall not interrupt their service record.

13.2 **Personal Leaves of Absence** - Full time employees may be granted a personal leave of absence without pay under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons.

You become eligible to request a personal leave of absence after 90 days of service. If you desire to take a personal leave of absence you must make arrangements with your supervisor.

A personal leave of absence begins on the first regular workday following the last day worked. The maximum leave allowed under this policy is twelve weeks.

A written request should be submitted at least two weeks in advance of any leave of absence which exceeds ten days, except in cases of emergency. Any leave request must include an expected date of return.

Insurance coverage will be maintained for you while on a personal leave of absence. You may be required to pay for the cost of insurance coverage. Please see your supervisor or the Executive Director for more information.

While you are on leave, you are required to check in with your supervisor on a regular basis, to inform us of your status and to notify us of any change in personal data. The DPVA will make every effort to re-employ individuals returning from personal leave but can make no guarantees.

13.3 **Bereavement** - In the case of a death in the immediate family (namely, the death of a parent, stepparent, spouse, domestic partner, child, stepchild, 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 workdays.

For purposes of funeral 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.

13.4 **Voting** - Employees who are eligible voters shall receive paid time off to vote.

13.5 **Jury Duty** - An Employee who is required to report for or serve on jury duty shall receive the difference between the Employee's straight time weekly basic pay and 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.

- (a) 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.
- (b) If an employee is summoned for jury duty or subpoenaed to appear in court as a witness, they are to present a copy of the summons or subpoena to their manager as soon as possible. When they return from leave, they also must present proof of their actual attendance as a juror or witness.
- (c) If an employee has appeared for jury duty for four or more hours on a given day, the employee will not be required to work a shift beginning after 5 p.m. that day.

13.6 **Legal Proceedings** - Time spent at legal proceedings at the request of the Employer or Employer's 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.

13.7 **School Leave** - Employees who are parents, domestic partner of parent, or guardians of school children from preschool through grade twelve (12) shall be allowed to take up to twenty-four (24) hours of paid time off per calendar year to visit or volunteer at their child's school. Provided, such leave must be taken in two (2) hour increments and scheduled two (2) weeks in advance with the Employee's supervisor's approval. School leave shall not be accrued and expire after one (1) year. Upon resignation or termination, school leave will not be compensated.

Employees who are the sibling, sibling-in-law, grandparent, aunt, uncle, parent in-law of school children from preschool through grade twelve (12) shall be allowed to take up to twenty-four (24) hours of unpaid time off per calendar year to visit or volunteer at their child's school. Provided, such leave must be taken in two (2) hour increments and scheduled two-weeks in advance with the Employee's supervisor's approval.

An Employee taking school-related leave will not lose any employment benefit or seniority accrued before or during the date of such leave.

13.8 **Parental Leave** - New parents will be granted four workweeks (20 days) of paid parental leave, to be used within 12 months of the birth of a child, adoption of a child, or placement of a child for adoption or foster care. Temporary employees do not accrue paid parental leave.

13.9 **Family and Medical Leave** - In accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), the Employer will grant up to 12 work weeks of unpaid family and medical leave to eligible employees during any leave year (or up to 26 work weeks to care for a covered service member recovering from a serious injury or illness). A leave year is a rolling 12-month period measured backward from the date the employee uses any FMLA leave. In almost all cases, an employee returning from leave will be entitled to the position the employee held prior to commencement of the leave, or to an equivalent position with equivalent terms and conditions of employment. In situations not covered by these provisions, the Employer will review business considerations and the individual circumstances involved in determining whether a leave will be granted. Please contact the Chief Operating Officer with any request for or questions regarding FMLA leave.

13.10 **Inclement Weather** - On occasion, extreme weather conditions may interfere with normal business operations. When inclement weather causes hazardous conditions, employees should consider personal safety first when evaluating their ability to report to work.

When inclement weather occurs, the Employer's business closure status will be available by 6:00 a.m. the morning of the potential closure. Employees will receive an email if there is a change in business hours for the day. In addition, you may coordinate with your supervisor to determine whether telecommuting is an acceptable option for that day or agree to report for work once the roads are safe.

Whenever possible, Employees must notify their manager of an unscheduled absence at least thirty (30) minutes prior to their scheduled start time.

ARTICLE 14 -- Union Card or Decal

14.1 The Union agrees to provide to the Employer Union Cards and/or Decals for each of the Employer's offices. Such cards or decals shall remain the property of the Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in a conspicuous area accessible to the public in each office.

ARTICLE 15 -- Shop Stewards

15.1 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 any irregularities to the Union. 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.

15.2 When a new Employee is on-boarded they will be provided by management 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. When possible, management will introduce new Employees to their Shop Steward on their first day.

15.3 Management will provide the Union within ten (10) days with a list of new hires and within their 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.

15.4 The Employer agrees to grant four (4) days of paid leave each calendar year for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Supervisor with written

evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

ARTICLE 16 -- Safety & Health

16.1 The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly 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.

16.2 The Employer will comply with the strongest state and federal laws governing worker safety.

16.3 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 and protective equipment required or advisable for the protection of the Employee and/or pay all expenses for any required additional training.

16.4 The parties agree to discuss and attempt to resolve any safety or health concerns in good faith.

16.5 No Employee will be disciplined, discharged, or discriminated against for raising safety/health concerns.

ARTICLE 17 -- Labor Committees

17.1 The Union, in an effort to improve communications and labor/management relations, will establish such committees as necessary to discuss issues as they arise. regarding office standards, remote work requests, commuter stipends, workplace safety, policies and procedures, pay equity, communication practices, adequate staffing, and diversity, anti-harassment, microaggression, transgender worker rights, gender neutrality, inclusion, and implicit bias training.

17.2 Designated Employees attending Union committee meetings shall incur no loss of pay for work time lost while in attendance at such meetings, up to three (3) hours each month.

17.3 Union committees will submit concerns and suggestions to the Director or their designee in writing on an as needed basis. The Director or their designee will respond in writing to all written communication within five (5) business days. The Director or designee may request a meeting to discuss any issues, such meeting must occur as soon as is practicable after the written response. These timelines may only be extended by mutual agreement. Anything unresolved after the written response or meeting will be subject to the grievance and arbitration procedure.

17.4 However, these 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.

17.5 No Employee will be disciplined, discharged, or discriminated against for their participation in these committees or raising any related concerns.

17.6 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.

ARTICLE 18 -- Military Service

18.1 Employees who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave with pay for up to one hundred-twenty (120) hours ~~pay~~ to fulfill the annual training requirements of the unit in which they serve. Such Employee shall give the Employer notice no less than two (2) weeks prior notice where possible.

18.2 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. At the time an Employee leaves for military service, they shall receive whatever vacation pay is due them. The application of this provision will comply with the Uniformed Services Employment and Reemployment Rights Act. Upon return from military service, the Employee shall assume their original employment date and be entitled to their pro-rata vacation.

ARTICLE 19 -- Voluntary Checkoff of Union Fees and Deductions

19.1 **Membership Fee Deductions** - The Employer agrees to deduct membership fees, the initiation fee and authorized assessments from the weekly wages of Employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of Employees. The Employer shall forward such payroll deductions to the Secretary-Treasurer of the Union monthly indicating the Employee's name, Employee ID number 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, and initiation fees.

19.2 The Employer agrees to deduct one dollar and twenty-five cents (\$1.25) per week and remit monthly to the Local Union's Active Ballot Club from Employees who are members and who have signed deduction authorization cards.

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

ARTICLE 20 -- Severability

Should any Article, Section, 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 21 -- No Discrimination and Equal Employment Opportunity

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

21.2 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, sex, religion, national origin, mental or physical disability, age, veteran status, marital status, mental health diagnosis, immigration status, exercising rights under the OSH Act (Whistleblower Protection), criminal record, gender identity, expression or sexual orientation, or their membership in or 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.

21.3 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 Director or the Director of Human Resources and submit any required documentation, which will be kept confidential and used solely for the purpose of verifying the disability and identifying reasonable accommodations. Accommodations will be provided within ten (10) 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.

21.4 **Ban the Box** - Prior to making a contingent employment offer the Employer will not ask about criminal history or conduct a background check on a potential Employee. After a contingent employment offer is made it may only be rescinded if something in a potential Employee's background check or criminal history is directly relevant to the job as per the Commonwealth of Virginia law.

ARTICLE 22 -- Immigrant Workers

22.1 **Absence from Work Due to Law Enforcement** - The Employer will not discipline, discharge or otherwise act against any Employee who is absent from work due to arrest, detention or incarceration by law enforcement pursuant to the Employee's citizenship status or Visa status, and those days will not count against the Employee's time and attendance record.

22.2 **General Principles**: The Union and the Employer have a mutual interest in avoiding the termination of trained Employees. Accordingly, to the extent not addressed by this Agreement, the Union and the Employer will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants.

22.3 **Protection of Rights During Workplace Immigration Enforcement** - The Employer will promptly notify the Shop Steward and Union if the Employer is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further, the Employer will:

- A. Refuse admittance of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.
- B. When presented with a judicially-signed warrant the Employer will provide the authority presenting such warrant with a written statement that it is specifically withholding consent to enter any non-public areas of the workplace and is permitting search only under protest. If providing a written statement is not possible, the Employer will verbally inform the authority presenting the warrant that they are withholding consent to enter non-public areas of the workplace and is permitting search only under protest. The Employer will provide the Union with a memo outlining the verbal conversation.
- C. Not reveal to the DHS names, addresses or immigration status of any Employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate or immigration officer designated by the DHS.
- D. Permit inspection of I-9 Forms by DHS or DOL only after a minimum of three (3) written days' notice.
- E. The Employer shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate.
- F. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena, which requires the production of I-9 forms, the inspection shall be permitted, and individuals named on the warrant shall be called into the front office.
- G. Where DHS notifies the Employer that certain Employees do not appear to be authorized for continued employment, the Employer will provide the Employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization.
- H. Nothing in this provision shall be interpreted to limit the Employee's rights to continued employment under the "receipt rule," which grants Employees ninety (90) days to present to the Employer a replacement document of a previously issued but expired employment authorization.
- I. It is acknowledged that this Agreement shall not be interpreted to cause the Employer to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).

22.4 **Employer Self-Audits** - Absent such form notice from DHS, ICE or any other federal state or local enforcement agency, the Employer will not conduct an audit or any other type of inspection of its I-9 forms or personnel records, and will not allow any other private or public entity to conduct such an audit or inspection.

22.5 **I-9 Forms** - The Employer will maintain Employee I-9 forms in a file separate from personnel records, as required by law. The Employer will not duplicate, either by photocopy,

electronically or any other method, the documents provided by the Employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files.

22.6 **Verification and Re-Verification of Work Authorization** - The Employer will not require or demand proof of immigration status, except as may be required by 8 U.S.C. 1324A(B) and listed on the back of the I-9 form. Further, the Employer will not require that an Employee re-verify their authorization to work unless the Employer obtains actual or constructive knowledge that the Employee is not authorized to work in the United States. “Actual or constructive knowledge” means such knowledge that would subject the Employer to liability under the “employer sanctions” provisions of the immigration laws, 8 U.S.C. 1324a. Further, the Employer will not require Employees engaged in “continuing employment” to provide proof of work authorization, including Social Security numbers (SSNs).

“Re-verification” means requesting that an Employee show documents that purport to prove their authorization to work in the United States and includes a request to provide proof of a valid SSN. In the event that the Employer determines it has the requisite “actual or constructive knowledge” that requires it re-verify an Employee’s authorization to work, the Employer will:

1. Prior to notifying the Employee, notify the Union and provide the Union with the factual basis for that determination;
2. Afford the Employee a reasonable period of time of not less than one hundred twenty (120) days to establish work authorization; and
3. Not take any adverse employment action against the Employee unless the Employer has complied with Items A and B above and is required to do so by law.

22.7 **Transfer of I-9 Forms** – No Employee shall be required to re-verify status in circumstances constituting “continuing employment.” In the event of a sale of the business or its assets, or other business reorganization that transfers the Employees to a different entity, the Employer shall transfer the I-9 forms of its Employees to the new employer, and shall condition such sale on the successor employer’s written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms.

22.8 **Inquiries Into Immigration Status** - The Employer will not ask any Employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law. If the Employer determines that such a request is required by law, the Employer will provide the Employee(s) and the Union a detailed explanation for the request, in writing, citing the factual and legal basis for the request. The Union will have two (2) weeks to reply to the request. The Employee will not be required to respond to questions or provide the requested documentation while the Union and the Employer attempt to resolve a dispute under this section.

22.9 **Employer Participation in Employer Verification Pilot Projects** - The Employer will not participate in any computer or online verification of immigration or work authorization status, except as required by law.

22.10 **Corrections to Records** - An Employee may notify the Employer of a change in name or SSN and the Employer will modify its records to reflect such changes. Such Employees shall not

have their seniority or employment status affected or suffer any loss of benefits as a result of notifying the Employer of such changes.

The Employer may not discharge or in any manner discriminate, retaliate or take any adverse action against an Employee because the Employee updates or attempts to update their personnel records to reflect change to their lawful name or valid SSN.

22.11 **Social Security “No-Match” Letters** - In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an Employee’s name and SSN that the Employer reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA’s records, the Employer agrees to the following:

- The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all Employees listed on the notice and to the Union;
- The Employer will not take any adverse action against any Employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such Employee as a result of these circumstances;
- The Employer will not require that Employees listed on the notice bring in a copy of their Social Security card for the Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status;
- The Employer will not contact the SSA or any other governmental agency after receiving notice of a “no-match” from the SSA; and
- The Employer will not interrogate any Employee about their SSN (see section “Inquiries into Immigration Status”).

22.12 **Expiration of Documents** - The Employer agrees to treat an Employee’s period of removal from employment due to the expiration of the Employee’s work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days, and reinstate the Employee to the job without loss of seniority upon receipt of the renewal work authorization document if the Employee provides appropriate documentation.

22.13 **Translation** - The parties agree that a mutually agreeable translator will translate the parties’ collective bargaining agreement into the principal languages its Employees read, such translation to be arranged by the Union. The English version of the bargaining agreement shall govern should there be any discrepancies with the translated versions. The cost of the translation will be equally borne between the parties.

22.14 **Nondiscrimination** - The Employer shall not discipline, discharge or in any other form discriminate against any Employee because of their national origin or immigration status, or because immigration hearings and/or deportation hearings are initiated or are pending. An Employee subject to immigration or deportation proceedings shall retain employment so long as the Employee is authorized to work in the United States.

No Employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the Employee's name or SSN, provided that the new SSN is valid and the Employee is authorized to work in the United States.

22.15 **Remedies** - If the Employer violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any Employee, the Employer shall, in addition to any other remedies awarded by the arbitrator, reinstate and make the Employee whole. If a reinstatement and/or make whole remedy is not permitted due to the Employee's immigration status, the Employer shall make an equivalent payment to a mutually agreed to party.

22.16 **Citizenship** - Upon request, Employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration Services proceedings and any related matters for the Employee only. The Employer may request verification of the reason for such absence.

On the day an Employee becomes a U.S. citizen, the Employer will compensate the Employee with a one-time paid personal holiday in recognition of their citizenship.

22.17 **Leaves of Absence for Immigration-Related Issues** - In the event that an Employee has a problem with their right to work in the United States, after completing their introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see whether a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

The Union and the Employer have an interest in avoiding the necessity of terminating trained Employees due to the Employee losing his/her authorization to work in the United States. In order to assist Employees in a timely manner to take advantage of the prepaid legal services plan and/or other assistance provided by the Union regarding immigration matters, the Employer agrees to share with the Union, upon request, authorizations that are going to expire in the 60-day period following the request.

In the event that an Employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the Employee to their former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the Employee providing proper paper work authorization within twelve (12) months from the date of termination.

If the Employee needs additional time, the Employer will rehire the Employee into the next available opening in the Employee's former classification, as a new hire without seniority, upon the Employee providing proper work authorization within a maximum of twelve (12) additional months.

The Employer will furnish to any Employee terminated because they have not provided adequate proof they are authorized to work in the United States a personalized letter stating the Employee's rights and obligations under this section.

22.18 **Limited-English Proficient Workers** - While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice among themselves.

The Employer shall work with the Union to provide English as a Second Language (ESL) and literacy classes to Employees, either directly or in partnership with not-for-profit ESL providers.

The Employer agrees that any Employee who is disciplined or discharged must be provided with notice in any language in which they are proficient, and any meetings that may lead to or concern discipline or discharge must be conducted in any language in which the Employee is proficient.

22.19 **Management Training** - The Employer shall issue a policy implementing the immigration components of this contract within two (2) weeks of agreement to its terms, and thereafter provide it to any new manager or supervisor.

ARTICLE 23 -- Most Favored Nations

In the event any Union enters into any collective bargaining agreement, memorandum of agreement, or stipulation of agreement with any State Party or Campaign on or after the Effective Date of this Agreement, which provides more favorable terms and conditions to the Union or Employees, the Union may submit the more favorable terms to the Employer and request to bargain in good faith over such terms within thirty (30) days.

ARTICLE 24 -- Gender Neutrality

24.1 The Employer will issue a rule:

A. Notifying all Employees that transgender Employees may use the restrooms and changing rooms designated for the gender they identify with.

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

C. 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 preferred pronouns.

D. The Employer respects the rights of all Employees to make their preferred pronouns known and to have those preferences honored. The Employer also respects the rights of those Employees who do not wish to state their preferred pronouns during meetings or other work events. In order to best balance the personal preferences of all Employees, supervisors and Employees will be encouraged to make preferred pronouns a part of introductions at all meetings, but no Employee will be required to state a preference, nor shall they be discriminated against for not stating a preference at such meetings.

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

ARTICLE 25 -- Grievance Procedure

25.1 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 an Employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedure.

25.2 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.

Step 1: The Employee, with their Shop Steward or Union Representative present, shall discuss any issues or complaints with a supervisor, or the Shop Steward or Union Representative shall discuss any issues or complaints with the appropriate supervisor or manager. 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: If the Employee's issue or complaint is not resolved in Step 1, the Shop Steward or Union Representative shall submit a written grievance to the Executive Director and/or Chief Operating Officer within seven (7) days of the Step 1 discussion.

The Employer shall respond to a written grievance in writing within seven (7) days of receipt of the written grievance. Failure to respond in writing within seven (7) days will result in the remedy requested by the Union being implemented.

Step 3: Unresolved grievances may be appealed to Step 3 by sending notice of the appeal and relevant supporting documents to the Federal Mediation and Conciliation Service (FMCS) with a copy to Executive Director and/or Chief Operating Officer. Such appeals must be received by the FMCS within seven (7) days of receipt of the Step 2 decision. The Employer and the Union agree to participate in the FMCS Grievance Mediation Process. The parties shall schedule a meeting to discuss the grievance within three (3) workdays of the FMCS's receipt of the appeal. If the FMCS does not agree to mediate the grievance or mediation does not produce a resolution within 30 days, the Union may choose to proceed to Arbitration as outlined in Section 25.4. These time limits may be extended by mutual agreement of the parties. The FMCS may require that parties waive time limits if grievance mediation is to occur.

25.3 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.

25.4 **Arbitration** - The Union shall have up to fourteen (14) calendar days after the response in Step 3 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 expedited arbitration, unless either party demands normal arbitration.

Attorneys shall be allowed to present cases at arbitration. All decisions of the arbitrator shall be final. Nothing herein shall authorize the arbitrator alter the terms and conditions of the agreement or make a new Agreement

25.5 **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, then the President of the Union or their designee and the Director or their designee shall meet within seventy-two (72) hours to attempt to resolve the dispute. Failing to agree, the parties at their discretion shall be permitted all legal and economic recourse, including the right to strike, in support or enforcement of their demands notwithstanding anything to the contrary contained in this Agreement.

25.6 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.

25.7 These time limits may be extended by mutual agreement of the parties.

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

ARTICLE 26 -- Discipline and Discharge

26.1 The Employer shall have the right to discharge or discipline any Employee for just cause, including but not limited to, dishonesty, sexual or other forms of harassment, violence, serious and/or repeated unsatisfactory performance, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however, that no Employee shall be discharged, disciplined, or discriminated against because of membership in the Union or for Union activities.

26.2 While different offenses may warrant different levels of discipline, a general principal 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, written suspension, termination.

26.3 For other than gross misconduct offenses, supervisors should discuss the offense with the Employee and issue a Verbal documented warning.

26.5 Copies of all disciplinary notices shall be sent to the Union at the time of issuance and placed in the Employee's personnel file. All notices and warnings shall become null and void six (6) months from the date of issue unless the Employee has received another notice, warning, or discipline of a similar offense within the six (6) month period, in which case, the six (6) month period will begin anew. Notices and warnings issued prior to ratification of this Agreement shall become null and void.

26.6 If an Employee is discharged, the Employer shall give notice of the reason(s) for the discharge at the time the action is taken. The Employee will be immediately placed on paid administrative leave for a period of thirty (30) days. Thereafter, the Employee will remain in a non-pay status until disposition of the Employee's case has been had through settlement or exhaustion of the grievance-arbitration procedure. However, the Employer may immediately place the Employee into a non-pay status until disposition of the case or in order to investigate an allegation where there is reasonable cause to believe that the Employee has engaged in sexual harassment, violence, theft, destruction of Employer property, or is guilty of a crime for which a sentence of imprisonment can be imposed.

26.7 The Employer shall not be required to follow the provisions above with respect to Employees who have worked twenty-eight (28) days or fewer since their initial hire date. Such Employees shall be considered probationary and shall not have access to the grievance process to challenge discipline or discharge but shall be entitled to all other provisions of the agreement.

ARTICLE 27 -- Management Rights

27.1: 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.

27.2: 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.

27.3: 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 28 -- Duration of Contract

This Agreement shall continue in effect from ratification through December 31, 2022 and shall continue in effect from year to year after unless written notice by registered mail is given by one party to the other party at least sixty (60) days prior to said date or any subsequent anniversary date thereafter. In the event of such notice, negotiations shall commence promptly following receipt thereof for the extension or renewal of this Agreement.

By affixing their signatures hereto, the parties are acknowledging that this Memorandum of Understanding covers and sets forth the unit employees' wages, hours, working conditions and other appropriate terms and conditions of employment. Proposals not agreed to are considered withdrawn by both parties. Ministerial or other acts may be taken in regard to the typing, copying, proof-reading, correction of clerical type errors or other acts of a like or similar nature. All agreements are considered tentative until ratified by the membership.

UFCW Local 400

The Democratic Party of Virginia

By: 

John Lee

By: 

Andrew Whitley

Date: 12/11/2020

Date: 12/11/2020

By: 

Kayla Mock

Date: 12/11/2020