

January 1, 2022 – December 31, 2025

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

# IBEW LOCAL 1837

**IBEW**  
...the *right* choice



AND

**The Maine  
Democratic Party**

**ME DEMS**

MAINE DEMOCRATIC PARTY



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# AGREEMENT BETWEEN

**Maine Democratic Party**

**AND**

**IBEW Local Union 1837**

## Agreement

This agreement made and entered into this 1st day of January, 2022, between the MAINE DEMOCRATIC PARTY (hereinafter referred to as the “Employer” or “MDP”), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1837, (hereinafter referred to as the “Union”). The Employer and the Union have a common and sympathetic interest in the Employees of the Maine Democratic Party; 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**, all Employees within the recognized bargaining unit for the Maine Democratic Party Permanent Headquarters Staff are represented by the International Brotherhood of Electrical Workers, IBEW Local 1837 AFL-CIO, such representation agreed to by way of voluntary recognition by the Employer; and

**WHEREAS**, unless otherwise specified, the term “Employee” and “Employees” as used in this Agreement shall mean Employees in the Maine Democratic Party Permanent Headquarters Staff bargaining unit.

**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

**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

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

**THEREFORE**, the MDP 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 employment of employees in effort to elect Democrats across the State of Maine and empower communities consistent with the values of the Democratic Party as covered by 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 to account for the invalidated Article, Section, or portion thereof.

## **ARTICLE 3 – Recognition**

- 3.1 The Employer hereby recognizes the Union as the sole collective bargaining representative for an appropriate unit consisting of all of the Maine Democratic Party Permanent Headquarters Staff working for the Employer. The parties agree that the bargaining unit will exclude all confidential employees, senior managers and supervisors, independent contractors, consultants, volunteers and security guards, as defined under the National Labor Relations Act.

## **ARTICLE 4 - Employer-Union Cooperation**

- 4.1 The Employer and the Union pledge themselves to abide by all provisions mutually agreed upon in this agreement, to give each other the fullest cooperation, to the end that harmonious relationship may be maintained in the interest of both the Employer and Employees.

## **ARTICLE 5 - Union Security**

- 5.1 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. Employees are required to either become IBEW members or to pay an agency fee equal to the normal dues deducted for IBEW members.
- 5.2 Upon failure of any Employee to become and remain a member of the Union or Agency Fee payer within the period and under the conditions specified in Article 5.1, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such Employee as provided in the Labor

Management Relations Act of 1947 as amended, unless or until the Union has notified the Employer that the Employee is in good standing. The Employer shall have no obligation to take any action under this provision until it receives a certified letter from the Union that an Employee is not in compliance with the Employee's membership or Agency Fee obligation. The certified letter requesting termination shall also be copied to the Employee affected by the notice.

**5.3** 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 Article 5.

**5.4** 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 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

**5.5** When a new Employee is on-boarded, they will be provided with an electronic application form and Dues Deduction Authorization Form from the Union to be filled out by the Employee and returned to the Union. The new Employee 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 the Employee's representatives and Shop Stewards.

**5.5.A** The Provisions outlined in Articles 22.12 and 22.12.A apply to this Article for purposes allowing the Union the opportunity to meet with these new employees.

## **ARTICLE 6 - Voluntary Checkoff of Union Fees and Deductions**

- 6.1 Membership Fee Deductions:** 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. Such deductions shall be made by the Employer each payroll period, from the wages of Employees. Within seven (7) days after each pay period, the Employer shall forward such payroll deductions to the Business Manager/Financial Secretary of the Union, 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, and additional amounts deducted to repay shortages in membership fees paid due to absences.
- 6.2** The Employer agrees that it will utilize current technological capabilities and/or check 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.
- 6.3** 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. There will be, however, a prohibition against strikes sixty (60) days prior to any general election, primary election, or special election.
- 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.

## **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 provided herein. This Agreement shall not be construed to deprive the Employees of any benefits or protections granted by federal, state, or local 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, select the tools, facilities, and equipment to be used; control all employer property, 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 and select the tools, equipment, and materials to be used; control all employer property; make technological improvements and install or remove equipment, including labor-saving devices or machines.
- 8.3** 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.
- 8.4** 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 at least fourteen (14) days whenever possible prior to the intended date of implementation. 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 within five (5) days of the meeting request 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 workforce of diverse backgrounds and personal identities, including but not limited to race, creed, color, age, sex, gender identity or expression, national origin, physical and/or mental ability, ancestry, nationality, mental health diagnosis, immigration status, affectional or sexual orientation, marital or domestic partnership or civil union status, parental status, or military service status.
- 9.2 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, religion, age, sex, gender identity or expression, national origin, physical and/or mental disability, ancestry, nationality, mental health diagnosis, immigration status, exercising rights under the OSH Act (Whistleblower Protection), affectional or sexual orientation, marital or domestic partnership or civil union status, parental 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, except as provided in Article 5. 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. Notwithstanding the foregoing, the Employee must be a registered Democrat and remain so for the entirety of their tenure with the Employer.
- 9.3 Nothing in this Agreement shall prevent the Employer from taking any action necessary to comply with the Americans with Disabilities Act. If an Employee who experiences a disability desires an accommodation, the Employee must contact the Executive 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 under the law. If a reasonable accommodation can be identified, it will be provided with reasonable promptness, and in no event in more than thirty (30) days, of the Employee contacting management unless the thirty (30) day time frame creates an undue hardship to the Employer.
- 9.4 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.
- 9.5 **Ban the Box**: 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.

- 9.6** 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, demonstrated evidence of such conduct shall be a basis for the Employer to refrain from hiring an employee or for immediate separation from employment should such conduct subsequently come to light.

## **ARTICLE 10 - Gender Neutrality**

- 10.1** The Employer will issue a written rule notifying all Employees that transgender and non-binary Employees may use the restrooms and changing rooms in which they are most comfortable.
- 10.2** The Employer will issue a written rule 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.
- 10.3** The Employer will change all records so that all records refer to transgender and non-binary Employees by the names they choose 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.
- 10.4** The Employer respects the rights of all Employees to make their pronouns known and to have their identity 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 preferences of all Employees.
- 10.5** 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 in Articles 11.2 - 11.4, 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.

**11.1.A** In the event that more than one (1) Employee has the same seniority date, seniority will be determined by a drawing of cards from a standard deck of playing cards shuffled six (6) times, where aces are low and the suits go in alphabetical order from clubs (lowest), diamonds, hearts, and spades (highest). In this situation, the Employee who draws the highest card shall be considered to have the most seniority, and so on.

**11.2** **Probationary Employees:** The first ninety (90) days of employment shall be considered to be a probationary period. The Employer reserves the right to release a new Employee, during the probationary period of ninety (90) days without recourse from the Union.

**11.3** **Layoff & Recall:** For purposes of Article 11.3 only, when an Employee is hired, they will be classified as either a continuing or termed Employee. A continuing Employee is hired with the expectation of continued employment in accordance with this Agreement and the Employer's Handbook. A termed Employee is hired with the expectation their employment will end on a specific or approximate date. The Employer will convey that specific or approximate date to the termed Employee immediately upon hire. If the term of employment for a termed Employee is for a particular campaign or election season, the specific or approximate date must be at least five (5) days after the Election Day for that campaign or election season provided funds are available.

**11.3.A** If it becomes necessary for the Employer to reduce the workforce, the Employer will inform the Union at least fourteen (14) calendar days prior to such action. The fourteen (14) days' notice is not applicable when a temporary layoff is due to a natural disaster or emergency situation.

**11.3.B** Continuing Employees or termed Employees who are laid off prior to their term date will be provided with at least fourteen (14) days' notice of impending layoff and paid through their layoff date. Employees who are laid off are expected to work up to their layoff date and all health benefits will remain in effect until the end of the month worked. These provisions shall not apply to any Employee who is terminated in accordance with Articles 15 and 16 of this Agreement. The ending of a particular campaign or contract, which by virtue of its end renders termed Employees no longer necessary, does not trigger layoff/reduction in workforce provisions.

- 11.3.C.** Employees who are laid off will retain their original seniority date for up to eighteen (18) months. 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 and qualifications.
- 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 able to do the work from the date of discharge from such service of the United States Government.
- 11.5** **Job Postings:** The Employer shall send an email to all IBEW bargaining unit members covered under this Agreement that lists open positions that are posted on the Employer's website. The Employer will include, on its form of application, a place for applicants for such positions to indicate that they are current Employees of the 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. 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 Employer.
- 11.5.A** In addition to the Employer's website, the Employer shall work in good faith to post open positions to job board websites whose mission is to recruit and promote a workforce of diverse backgrounds and personal identities.

## **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 Shop Stewards' name and office location. The duties of the Shop Steward shall be to report and investigate any violations of this 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.
- 12.2** When a new Employee is on-boarded, they will be provided with information 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 the Employee's representatives and Shop Stewards. A copy of the packet of information provided to members will be provided to the Employer.
- 12.3** When applicable, management will provide the Union weekly 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 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 (2) week period.
- 12.4** 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 when appointed. 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 remedy any confirmed hazards and unsafe conditions its investigation reveals.
- 13.2** The Union will cooperate with and assist management with its efforts to maintain a safe and healthy workplace.
- 13.3** 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 protective equipment required or advisable for the protection of the Employee and/or pay all expenses for any required additional training.
- 13.4** If a legitimate safety concern is raised by an IBEW member covered under this Agreement with their immediate supervisor, the issue will be addressed within a reasonable amount of time. The Employer shall provide the Union with a log of safety concerns 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.
- 13.5** As related to the COVID-19 pandemic, the Employer must adhere to the health and safety requirements, recommendations, and guidelines as indicated by the State of Maine. 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 1837. 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.
- 13.6** No Employee will be disciplined, discharged, or discriminated against for raising safety/health concerns, which may include concerns regarding the conditions in which an Employee is conducting organizing activities.

## ARTICLE 14 - Labor Management 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-racism, anti-harassment, microaggression, transgender worker rights, gender neutrality, inclusion, and implicit bias training.
- 14.1.A** The JLMC shall be made up of up to two (2) IBEW members covered under this Agreement and an IBEW 1837 Business Manager or designee, and up to three (3) representatives of the Employer. The parties may also appoint subcommittees on safety, travel stipends, or other topics the parties may mutually identify, which shall include one (1) of the two (2) JLMC IBEW members and the IBEW Business Manager or designee, and such participants as the Employer may select.
- 14.1.B** The JLMC shall meet on an as-needed basis, up to once a month for two (2) hours, or on such additional occasions as the Employer and the Union may request. The JLMC shall not meet 30 days prior to an even year general election except by mutual agreement.
- 14.1.C** Designated Employees attending JLMC committee meetings shall incur no loss of pay for work time lost while in attendance at such meetings.
- 14.1.D** 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.
- 14.1.E** No Employee will be disciplined, discharged, or discriminated against for their participation in the JLMC.
- 14.2** 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 Employer and IBEW Local 1837 Business Manager.
- 14.3** No Employee will be disciplined, discharged, or discriminated against for initiating a pay equity review.

## 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 five (5) working days of said infraction or within five (5) working days of when such infraction became known to the Employer's representative who has the authority to act. If a bargaining unit Employee is disciplined, they shall have the right to have a Shop Steward present at the disciplinary meeting.
- 15.2** 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 not be used for progressive discipline purposes one (1) year from the date of issue, unless the Employee has received another notice, warning, or discipline of another offense within the one (1) year period.
- 15.3** After completion of the ninety (90) day probationary period set out in this Agreement, the Employer shall have the right to discharge or discipline any Employee, in the form of verbal documented warning, written letter of warning, 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, written suspension, termination. The Employer retains discretion to commence progressive discipline at any step, including termination, based on the circumstances of the case.
- 15.4** If an Employee is discharged, the Employer shall give notice of the reason(s) in writing for the discharge at the time the action is taken. The Employer may immediately place the Employee into a non-pay status, in order to investigate an allegation where there is reasonable cause to believe that the Employee has engaged in sexual or other harassment, violence, theft, destruction of Employer property, making a statement that may cause serious reputational harm to the Maine Democratic Party or its candidates or elected officials, or is guilty of a crime for which a sentence of imprisonment can be imposed. If charges of the foregoing are sustained by an arbitrator, and the Employer has sought termination, the termination shall stand.
- 15.5** **Just Cause:** No Employee shall be disciplined or discharged under the Employer's Handbook, or this Agreement, except for Just Cause. All sections in Article 15 are hereby incorporated into this paragraph.
- 15.6** The Employer shall not be required to follow the provisions of Articles 15.1 - 15.5 with respect to Employees who have worked ninety (90) 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.
- 15.7** If an Employee provides notice to the Employer that they will be resigning their position to take a position with a primary campaign of a Democratic candidate, the Executive Director may require the resignation to be effective immediately. This notice must come directly from the affected Employee in order to constitute a necessary resignation. If the Executive Director requires an Employee's immediate resignation

under this clause, all health benefits will remain in effect until the end of the month worked.

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

**16.2** **Grievance Procedure** - 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. All MDP employees represented by the Union will use the Grievance procedure in this agreement and will not use the MDP Grievance Committee procedure in the MDP Employee Handbook.

**16.2.A** The Employer will comply with reasonable information requests from the Union for preparation of the grievance(s). Such compliance does not include releasing attorney/client privileged communications.

**16.2.B** **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 member of Maine Democratic Party management. 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.

**16.2.C** **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 or other Employee designated by the Employer within seven (7) days of the Step 1 discussion.

**16.2.C.1** The Employer shall respond to a written grievance, in writing, within ten (10) days of receipt of the written grievance. Failure to respond in writing within ten (10) days will result in the grievance being advanced to Step 3.



**16.2.D**            **Step 3:** Unresolved grievances may be appealed to Step 3 by sending notice of the appeal and relevant supporting documents to the Chairperson of the Maine Democratic Party. Such appeals must be received by the Chairperson within seven (7) days of receipt of the Step 2 decision. The Chairperson, 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.

**16.2.D.1**            The Chairperson shall issue a written Step 3 decision within five (5) workdays of the Step 3 meeting.

**16.2.D.2**            If the grievance is not resolved at Step 3 the Union may appeal the grievance to expedited arbitration in accordance with Article 16.4.

**16.3**    **Grievance Mediation:** Prior to arbitration, both the Employer and the Union agree to make a good faith effort to utilize Grievance Mediation sponsored by the Labor Relations Connection (“LRC”) as a means of settling grievances, unless the parties waive this step by agreement. Should the Employer and the Union mutually agree to use Grievance Mediation, the following provisions will apply:

**16.3.A**            The findings and decision of the mediator are advisory only and not binding upon parties.

**16.3.B**            Should the issue proceed to arbitration, neither party shall make reference to the mediation process, its findings or decision.

**16.3.C**            Any mediation expenses that may be charged by the LRC for their services shall be borne equally by both parties.

**16.4**    **Arbitration:** The Union shall have up to ten (10) 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.

**16.4.A**            The matter shall proceed immediately to arbitration, unless either party demands expedited arbitration. The parties will mutually agree to an arbitrator or use the Labor Relations Connection (“LRC”) procedures for obtaining an arbitrator if mutual agreement cannot be reached. The parties shall make every effort to schedule the arbitration case at the earliest possible date.

**16.4.B**            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.

- 16.4.C** All decisions of the arbitrator shall be final. Nothing herein shall authorize the arbitrator to alter the terms and conditions of this Agreement or make a new agreement. The arbitrator may not award punitive damages.
- 16.5 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, the Business Manager of the Union or their designee and the Maine Democratic Party Executive 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.
- 16.6** All monetary grievance settlements shall be submitted by separate check payable to the grievant(s) 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, unless by mutual agreement.
- 16.7 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 attorney.
- 16.8 Time Limits:** These time limits may be extended only by mutual agreement, in writing. Any grievance not presented or processed within the prescribed time limits specified herein will be deemed withdrawn with prejudice. Failure of any Employer representative to render a decision on a grievance presented to them within the time limit specified in Articles 16.1 - 16.7 at the expiration of said time will automatically advance the grievance to the next step.
- 16.9 Exclusion from Grievance Procedure:** The recitals, or sections beginning with the word "Witnesseth" of this Agreement are explicitly excluded from the grievance procedure, although the recitals are used to understand the intention of the parties.

## ARTICLE 17 - Wages

- 17.1** Any part-time, hourly Employees or interns, canvassers or fellows in the bargaining unit will be paid no less than \$15 per hour or the minimum wage, whichever is higher. 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 Maine Democratic Party Executive Director and the IBEW Local 1837 Business Manager.
- 17.2** The following table shall define the lowest limit of a salary range for each permanent full-time position at the Maine Democratic Party. These positions may be filled on a part-time basis at a prorated amount. Salaries exceeding the minimum must be commensurate with the experience of the candidate. Initial placement within the salary range is at the sole discretion of the Employer, though an Employee may invoke a pay equity review after initial placement.

<b>MDP Permanent Full-Time Staff -- Wage Table</b>		
<b>Job Level</b>	<b>Monthly Salary</b>	<b>Annual Salary</b>
<b>Director-Level</b>	\$4,666.00 (\$26.93 Hour)	\$56,000.00
<b>Deputy Director/Manager Level</b> (60 Hour Cap)(GOTV Exception) <ul style="list-style-type: none"> <li>• Manager</li> <li>• Regional</li> <li>• Municipal Manager</li> <li>• Constituency Manager</li> </ul>	\$3,750 (\$21.63 Hour)	\$45,000.00
<b>Associate-Level</b> (Non-exempt) (40 Hours) <ul style="list-style-type: none"> <li>• Organizer</li> <li>• Municipal Organizer</li> <li>• Finance Associate</li> <li>• Digital Associate</li> </ul>	\$3,120 (\$18.00 Hour)	\$37,440.00

**17.3** **Wage Increase Schedule:**

<b>June 1, 2022</b>	<b>June 1, 2023</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>
<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>

**17.4 NEW POSITIONS:** If it becomes necessary for the Employer to add additional full-time permanent staff positions to the workforce, the Employer will notify the Union of any additional titles to be added to the bargaining unit.

**17.4.A** Employees who perform equitable work to one another shall be considered in the same job level (i.e. Director-Level, Deputy Director-Level, and Associate-Level) and their sex, gender identity, race, ethnicity, and/or any other personal identities shall not be a factor in their relative salaries.

**17.5** Prior to the hiring of temporary Coordinated Campaign staff, the Maine Democratic Party and IBEW 1837 will meet to review the hierarchical responsibilities with the full-time Employees and their roles and responsibilities, if any, working with the temporary Coordinated Campaign staff. In addition, the Employer will provide the Union with a list of coordinated campaign employees and remain neutral during any union organizing campaign as detailed in the Neutrality Memorandum of Agreement (MOA) attached to this Agreement. The Union agrees not to disparage the Employer and the Employer agrees not to disparage the Union during any union organizing campaign.

**17.6 Ratification Bonus:** Upon ratification of this Agreement, all IBEW members covered under this Agreement employed with at least one-year of service with the Maine Democratic Party at the time of ratification will receive a one-time lump sum payment in the gross amount of \$500.00, less applicable deductions and withholdings, which shall be payable in the first regularly scheduled pay period falling at least five (5) calendar days after the date on which the Employer receives written notice of ratification. All other Maine Democratic Employees not covered under the one-year of service requirement, employed at the time of ratification, will be eligible for a \$500 Bonus upon their one-year anniversary date.

**17.7 Supporter Housing:** In the case of relocation being required at the time of hiring, the Employer will advise all IBEW bargaining unit members of potential supporter housing opportunities. The Employer will connect the Employee with opportunities to secure supporter housing, but nothing in this Agreement shall require the Employer to place a termed Employee in supporter housing.

**17.7.A** Once employed, if IBEW bargaining unit members are required by the Employer to relocate within the state through the course of their job duties, the Employer commits to finding mutually agreed upon supporter housing or paying for the Employee's equivalent housing costs for up to 30 days. Moving to or within the State of Maine upon accepting employment shall not be construed or defined as temporary or permanent housing relocation requiring supporter housing for campaign purposes.

## ARTICLE 18 - Hours and Schedules

- 18.1 Schedule:** The work schedule of full- and part-time Employees will be based on the operating needs of the Maine Democratic Party. Regular business hours for Employees will be Monday - Friday, 9AM to 5PM, with the following exceptions:
- 18.1.A** “The GOTV Period,” defined as the period of time between the State Primary and State General election;
  - 18.1.B** The day before and day of a special election or major MDP event, as determined by the Employer with at least fourteen (14) days’ notice to Employees; and
  - 18.1.C** Election Day through recounts and
  - 18.1.D** The week before and day of a special election with at least 7 days’ notice
  - 18.1.E** Staff hired to work in the “off-year” or non-regular election year field program will be scheduled to work a 40-hour week but may be regularly scheduled to work before 9AM or after 5PM and on weekends.
- 18.2** Work hours during the Articles 18.1.A - 18.1.C exception periods will be set by the Employer, but will contain a twelve (12) hour respite period between workdays. If a respite period is impracticable, then Employees may flex the time that impedes the respite period.
- 18.3 Flex Time:** Situations may arise where Employees are expected to work outside regular business hours. Hours worked outside of regular business hours are available for flex time in accordance with this Article 18.3. Flex time is calculated on a 1:1 basis (e.x. one hour of work outside of business hours equals one hour off during business hours). Employees are responsible for reporting any flex time accrued to the Executive Director each week and for notifying the Executive Director prior to usage. Employees must use accrued flex time within two (2) weeks of reporting it to the Executive Director. This section only applies to salary exempt Employees. The use of Flex time 7 days before an election is at the discretion of the Employer.
- 18.4 Change in Hours:** Employees’ hours may change over time, and the Employer reserves the right to reduce or increase hours of work. When there is to be a sustained change in hours, the Employer will provide a two (2) week notification to the Union.
- 18.5 Absence:** 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.
- 18.6 Breaks:** The Employer expects all IBEW members covered under this Agreement to take the rest necessary to perform at their highest abilities. The Employer recognizes that Employees may take rest and meal breaks at a reasonable duration, time, and place

of their choosing, consistent with the Employer's direction to achieve the completion of time-sensitive work. Where the nature of an Employee's work on a given day requires coverage at particular times, an Employee should collaborate with the Employee's supervisor to facilitate the coordination of coverage for the Employee during breaks.

- 18.7 No Employee will be disciplined, discharged, or discriminated against for requesting accommodations for completing work.

## 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 **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, for five (5) 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.
- 19.5.A 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.
- 19.5.B 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 longer than twenty-one (21) consecutive business days or more, the Employer shall be required to search for a full-time or part-time Employee to fill this vacancy, following the process outlined in Article 11 of this Agreement.
- 19.6 **Temporary Employees:** Temporary Employees may be hired by the Employer at 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 notice to the Union. If a temporary position involving work normally performed within the Unions bargaining unit becomes a permanent full-time or part-time position, it shall be included in the Union bargaining unit. Upon permanent full-time or part-time date of hire, continuous time served as a temporary Employee shall be credited for purposes of seniority.

**19.7 Consultants/Independent Contractors:** Although the parties recognize that the nature of political campaigns means that the Employer may need to utilize consultants or other independent contractors from time to time, the Employer shall not utilize independent contractors for the purpose of replacing permanent full-time or part-time Union bargaining unit Employees without prior written notice to the Union.

**19.8 Office Standards:** All offices in which employees covered by this agreement are assigned to work, 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:

**19.8.A** Adequate number of appropriate chairs and desks for the number of Employees and volunteers assigned;

**19.8.B** Adequate amount of office supplies, determined by Employer in its sole discretion, to be needed for the number of Employees and volunteers assigned;

**19.8.C** Adequate amount of trash and recycling bins, as well as trash bags;

**19.8.D** Adequate bathroom facilities, including at least one (1) gender neutral bathroom where feasible given the space leased by the Employer;

**19.8.E** Provided supply of feminine hygiene products;

**19.8.F** Accessible office entrances and exits, as well as accessible bathroom facilities;

**19.8.G** Adequate lighting and air circulation;

**19.8.H** Functional utilities, including internet and heating; and

**19.8.I** Supplies as related to the COVID-19 pandemic, including but not limited to hand sanitizer, face masks, and gloves.

**19.9** The Employer 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.

- 19.10 The Employer will provide training for all Employees, management, non-management, and unionized Employees, at reasonable intervals, on the following subjects:
- Sexual Harassment and Discrimination Training
  - Diversity & Inclusion Training
  - Unconscious Bias Training
- 19.11 No bargaining unit member will be disciplined, discharged, or discriminated against for raising good faith concerns about office conditions/standards.
- 19.12 **Skip-Level Meeting**: The IBEW members covered under this Agreement will have an opportunity to have a skip-level meeting with the Employer’s Executive Director. A skip-level meeting shall be defined as a meeting between an Employee and a supervisor of their direct manager. The Director(s) shall make themselves available for at least ninety (90) minutes for such meetings, which may be held in-person, by webinar, or other remote conferencing technology.
- 19.13 **Pathway for Feedback**: The Employer will provide a consistent Pathway for Feedback, which provides employees the opportunity to provide feedback and comments to the Maine Democratic Party leadership.
- 19.14.A No Employee will be disciplined, discharged, or discriminated against for raising good faith concerns during the Pathway for Feedback process.
- 19.14 **Changes in Duties**: The Employer and The Union will meet to negotiate the terms and conditions of substantial proposed changes in the duties or job assignments of any member of the bargaining unit.

## ARTICLE 20 – Vacation & Sick Leave

### 20.1 Unified Leave

- A. The Employer uses a unified leave policy, which combines personal days, sick leave and vacation leave.
1. The following Employees are eligible for unified leave: full-time salaried staff, paid interns, and part-time staff including paid canvassers. Volunteers are not eligible for unified leave.
  2. Full-time salaried Employees accumulate unified leave at the rate detailed in Table 1 depending on the length of service for the MDP. Part time employees, and paid canvassers accumulate unified leave at the rate detailed in Table 2.
  3. Unified leave allotments are measured on a calendar month basis and accrue at the rate set forth in the tables below. Employees may see their accrued leave on paystubs twice per month at the end of each pay period. Paid canvassers, and part-time staff will accrue unified leave based on hours worked. Volunteers, including unpaid interns, are not eligible for unified leave.



4. Employees may not use their accrued unified leave for their first three months of employment. Following this, eligible Employees may use unified leave time at their own discretion, subject to the needs and schedule of the MDP. Employees may use unified leave time in increments of 1 hour or more.

<b>Table 1: Full Time Employees</b>		
<b>Length of Continuous Employment</b>	<b>Accrual Rate (Hours per month)</b>	<b>Maximum Carried Over to New Calendar Year (Hours)</b>
1st-3rd Month	5	40
4-12 Months	10	40
13-24 Months	12	56
25-36 Months	14	88
Years 3 +	16	120

<b>Table 2: Part-Time Employees</b>	
<b>Accrual Rate</b>	<b>Maximum Carried Over to New Calendar Year (Hours)</b>
1 hour for every 40 hours worked	40

**B. Carryover of Accrued Leave Time:** A maximum of 40 hours of accrued unified leave time can be carried forward, with a deadline of the first anniversary of the employee’s date of hire and December 31st in subsequent years. For full time employees in their first 12 months of employment, maximum accrual of 40 hours to carry into the next year; after 12 months a maximum of 56 hours of accrued unified leave time can be carried forward; after 24 months a maximum of 88 hours; after 36 months a maximum of 120 hours.

**C. Use of unified leave, except for illness, must be approved in advance by the Executive Director, or in the case of the Executive Director, by the MDP Chair. If illness should occur after an Employee has used up all unified leave, the Employee may be granted leave without pay pursuant to the FMLA policy.**

**D. Reimbursement of Leave:** Accrued unified up to a maximum of 120 hours shall be paid to employees who have worked for the Maine Democratic Party for more than 120 days upon termination or resignation of employment.

**E. Unearned accrued time:** Employees may not borrow against their unearned accrued time off. If an Employee must take time off in the case of a family emergency, it may or may not be compensated and subtracted from future accrued time, at the discretion of the Executive Director. Prior to the granting of such leave, Employees will be required to execute an agreement acknowledging that such usage of unearned unified leave time is a loan that they agree will be repaid.

**F. Employees who are called by the Executive Director (or the Employee’s supervisor) on a day off will be credited with an additional hour of unified leave. Exceptions to this policy**

include emergency circumstances that are urgent in nature in such a way that action must be taken before the next workday.

## **ARTICLE 21 – Holidays**

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

- New Year’s Eve
- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Indigenous Peoples Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

**21.2** 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 direct supervisor to find a different day to take off to make up for working on an office holiday. There may be a time where the Employer may designate the office to be open on a holiday. In that situation, the Employer will make Employees aware at least fourteen (14) days in advance.

**21.3** The Employer will honor the holiday on the day of the holiday if it falls on any weekday. If a holiday falls on a Saturday, the Employer will observe the holiday on the Friday before the holiday. If a holiday falls on a Sunday, the Employer will observe the holiday on the Monday following the holiday.

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

**21.5** **Religious Accommodation**: The Employer respects the religious beliefs and practices of all Employees. Employees are entitled to two floating holidays that may be used for the purpose of observing a religious or cultural holiday that is not recognized by the Employer. MDP will make every effort to accommodate Employees’ requests depending on operational needs. The Employer is committed to reasonably accommodating the religious practices of its Employees, unless doing so would create an undue hardship to its business. If an Employee wishes to request religious accommodation, they must submit a written request explaining to the Employer’s Executive Director the deviation from regular work requirements needed because of their religious belief at least fourteen (14) days in advance. The Employer will evaluate the request considering, as appropriate, the requested accommodation and available alternatives. The Executive Director will review the request and communicate a response within five (5) workdays of the request.

## ARTICLE 22 - Miscellaneous Benefits

- 22.1 **Existing Benefits:** No reduction in pay and/or any economic benefits, including pay, leave, and/or health insurance, shall be made as a result of putting this Agreement into effect.
- 22.2 **Transportation Reimbursement:** The Employer may direct the Employee to use their personal vehicle to travel for work. Mileage shall be reimbursed only for Employer-purpose travel and this travel reimbursement shall not be abused. Reimbursement for use of personal vehicles for this purpose will be based on the current IRS issued standard mileage reimbursement rate, currently at 56 cents a mile. Employees will not be reimbursed for commuting from home to their assigned office. All personal automobile travel will be submitted by Employees to the Employer on the last Friday of each month and must be supported by a travel log sheet, reflecting date, departure point, destination, miles traveled, and purpose of trip. Transportation reimbursements will be paid out by the fifteenth (15th) day of the following month after submission.
- 22.3 **Per Diem:** Employees shall be eligible for a meal per diem of up to \$100.00 maximum per trip per day, for expenses incurred in which the Employer directs the Employee to stay in overnight lodging away from their home. The Employee must submit receipts for a per diem to be issued. Overnight lodging will be paid or reimbursed by the employer.
- 22.4 **Taxis/Ride Shares:** Employees must avoid unnecessary travel costs and are not authorized to utilize taxis or ride shares without the prior consent of the Executive Director. 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 not to exceed twenty percent (20%).
- 22.5 **Parking/Tolls:** Employees 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 the Employer reimburse Employees for valet parking.
- 22.6 **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 \$100.00 a month. Receipts must be submitted for reimbursement.
- 22.7 **Cell Phone Stipend:** Employer has the discretion to determine whether to provide Employees with a Maine Democratic Party cell phone at no cost to the Employee or, in the alternative, to provide a \$50.00 per month reimbursement for the Employee's personal cell phone use. This Article 22.7 shall be made effective October 1, 2021.

- 22.8 Laptop/Internet Stipend:** Employer has the discretion to determine whether to provide Employees with a Maine Democratic Party laptop at no cost to the Employee or, in the alternative, to provide a \$25.00 per month reimbursement for the use of the Employee's personal laptop. The Employer will provide each Employee \$25.00 per month reimbursement for internet service. This Article 22.8 shall be made effective October 1, 2021.
- 22.9 Campaign Expenses:** The 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 Employer on or before the last day of that month. Employees shall not incur any expenses without written pre-approval of the Executive Director.
- 22.10 Employer-Required Training:** 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 Article 22.9 shall apply for any associated expenses.
- 22.11 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.
- 22.12 Introductory Union Meeting Town Halls:** The Union will be permitted thirty (30) minutes to hold an initial bargaining unit meeting. This meeting will be held via phone and/or video conferencing for the Union bargaining unit members to participate. The Employer will schedule staff accordingly for the IBEW Town Hall introductory meeting. The main purpose for this meeting is to explain the rights of the 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.
- 22.12.A** Newly onboarded employees of the MDP will also be scheduled for 30 minutes to meet with the Union for this same purpose.
- 22.13 Equipment Required for Work:** 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.
- 22.14 Health Care Benefits:** The Employer will provide health care benefits, including medical, dental, and vision coverage, to Employees regularly scheduled for 20 hours or more per week and their Dependent(s) at no cost to the Employees.

- 22.14.A Dependents shall be defined as an Employee's qualifying spouse or domestic partner, child, or qualifying relative, similar to the current IRS definition.
- 22.14.B Employees regularly scheduled for less than 20 hours per week will have 50% of their health care benefits, including medical, dental, and vision coverage, paid for by the Employer.

## ARTICLE 23 - Leaves of Absence and Other Leaves

- 23.1 **Voting**: 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 (2) hours, 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 inform their supervisor of their need to take time off to vote at least two (2) days in advance and mutually agree to a reasonable time.
- 23.2 **Civic Participation Day**: The Maine Democratic Party encourages employees to participate in civic life. All employees are entitled to take one (1) paid day off per calendar year for civic participation, such as serving as a volunteer on an issue or charity of their choosing. In order to receive time off for civic participation, an employee must notify their supervisor at least one-week (1) before the date.
- 23.3 **Jury Duty and Legal Proceedings**: Paid leave for jury duty to ensure the Employee is made whole during the week(s) the Employee attends jury duty. Employees are required to provide the MDP with a copy of any summons to jury duty.
- 23.3.A. For full (8-hour) days of jury duty, if the jury duty pay is less than the Employee would have made working at the MDP, the MDP shall pay the Employee the difference between the amount paid for jury duty and the amount the Employee would have made for a full day on the job at MDP.
- 23.3.B. In order to receive the MDP pay referred to in Section B above, the Employee shall furnish the Executive Director with an official voucher showing the amount received for jury duty.
- 23.3.C. For less than 8-hour days of jury duty, the Employee shall return to work at the MDP for the remainder of the day.
- 23.5 **Military Leave**: 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. The Employer shall provide up to one (1) week of paid military leave under this Section.

**23.6 Bereavement Leave:** The Employer recognizes that Employees and all people make and choose their own families. Accordingly, the Employer will grant five (5) days paid bereavement leave for the death of any person identified by the Employee as "family" and which necessitates the Employee taking the leave. It is understood that this provision requires trust on the part of the Employer and shall not be abused by Employees.

**23.7 Family and Medical Leave:** In order to be eligible for Family and Medical Leave, an Employee must have worked for the Employer for at least twelve (12) months before the start of the leave. Any eligible Employee shall be entitled to a total of twelve (12) weeks of leave during any twelve (12) month period. The Employer may require requests for leave to be supported by documentation from a health care provider. Acceptable reasons for medical leave include, but are not limited to, the birth of the Employee's child, care of newborn, adoption or placement of a child in the Employee's home for foster care; to care for an Employee's family member who has a serious health or chronic condition; and/or to care themselves when experiencing a serious health or chronic condition that makes the Employee unable to perform essential job functions. Employees must exhaust their sick leave concurrently with the twelve (12) weeks. Any remaining time not covered by sick leave will be paid by the Employer at the Employee's regular rate of pay.

**23.7 Parental Leave:**

- A. Any regular full-time Employee who becomes a parent through birth, adoption, or surrogacy (or other alternative method) is eligible for four (4) weeks of Parental Leave with full pay and benefits. To be eligible, an Employee must be employed by Employer for at least six (6) consecutive months at the time of the child's birth or adoption. Parental Leave must be taken immediately following the birth or adoption of the child.
- B. Family Medical Leave Act (FMLA) leave will run concurrently with Parental Leave to the extent it is available to the Employee. Upon expiration of Parental Leave, an Employee may use any remaining FMLA leave on an unpaid basis. For example, if an Employee is eligible for four (4) weeks of Parental Leave and qualifies for twelve (12) weeks of FMLA leave under the federal law, the four (4) weeks of Parental Leave will run concurrently with the first four (4) weeks of FMLA leave and will be paid. The Employee may then use the remaining eight (8) weeks of unpaid FMLA leave if the Employee chooses. Please consult Employer's handbook for more information on its FMLA policy.
- C. After an Employee has exhausted his/her parental leave, the Employee may elect to use any other available paid time off, which also will run concurrently to FMLA leave, to the extent it is available to the Employee.

**ARTICLE 24 - Duration of Contract**

24.1 This Agreement shall continue in full force and effect until 11:59 PM on December 31, 2025, at which time it shall terminate. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Maine Democratic Party and IBEW Local 1837.

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:**

\_\_\_\_\_  
Tony Sapienza                                      Date  
Business Manager  
International Brotherhood of  
Electrical Workers  
IBEW Local 1837

\_\_\_\_\_  
Gaetan Davis                                      Date  
Executive Director  
Maine Democratic Party