

AGREEMENT

between



and



UNITED STAFF UNION

July 1, 2023 - June 30, 2025



Pictured: USU Bargaining Team 2023. Left to right: Jesse Berney, Kyra Exterovich-Rubin, Dwan Cooper, Ally Benjamin, Zillah Covelli, Jennifer Garcia, and Alli Sayre.

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1	Union Recognition	1
ARTICLE 2	Union Security	1
ARTICLE 3	Checkoff	2
	Section 3.01. Authorization	2
	Section 3.02. Deductions	2
ARTICLE 4	Information	2
	Section 4.01. New Hires	2
	Section 4.02. Change in Unit Status	2
ARTICLE 5	Seniority	3-5
	Section 5.01. Definition	3
	Section 5.02. Seniority Lists	3
	Section 5.03. Breaks in Service	3
	Section 5.04. Job Vacancies	3-4
	Section 5.05. Hardship Transfers	4
	Section 5.06. Intentionally Deleted	4
	Section 5.07. Newly Established Classifications	4
	Section 5.08. Employee Rights if Not Selected for a Vacancy	4
	Section 5.09. Working out of Classification	4
	Section 5.10. Organizer, Field Data Coordinator and Retiree Organizer Job Reclassification	5
ARTICLE 6	Nondiscrimination	5
ARTICLE 7	Probationary Period	5-8
	Section 7.01. Probation Period for New Hires	5-6
	Section 7.02. Trial Period	6
	Section 7.03. OIT Training Program	6-8
ARTICLE 8	Discipline and Discharge	8-9
	Section 8.01. Discipline	8
	Section 8.02. Imposition of Discipline	8-9
	Section 8.03. Removal from Records	9
ARTICLE 9	Grievance and Arbitration Procedures	9-11
	Section 9.01. Grievance Procedure	9-10
	Section 9.02. Arbitration Expenses	10
	Section 9.03. Authority of Arbitrator	10
	Section 9.04. Alternative Mediation Procedure	10-11

TABLE OF CONTENTS (CONTINUED)

ARTICLE 10	Union Activities on AFSCME Time	11-12
	Section 10.01. Notice and Approval.....	11
	Section 10.02. Time Off for Union Activities	12
	Section 10.03. Designated Representatives.....	12
	Section 10.04. New Employee Orientation	12
ARTICLE 11	Personnel Files.....	12-13
	Section 11.01. Right to Review Files.....	12
	Section 11.02. Material Added to File and Right to Reply.....	12-13
	Section 11.03. Dissemination to Outside Sources.....	13
ARTICLE 12	Outside Employment	13
ARTICLE 13	Contracting Out and Part-Time or Temporary Employees	13
	Section 13.01. Use of Nonbargaining Unit Personnel.....	13
ARTICLE 14	Reorganization, Layoff, Recall and Transfers	14-17
	Section 14.01. Reorganization	14
	Section 14.02. Layoff and Recall.....	14-16
	Section 14.03. Transfers and Reassignments.....	16
	Section 14.04. OIT Training Base.....	16-17
	Section 14.05. OIT Relocation	17
	Section 14.06. OIT Home Visits.....	17
ARTICLE 15	Alternative and Adjusted Work Schedules.....	17-22
	Section 15.01. Work Schedule.....	17
	Section 15.02. Compressed Work Schedule	17-19
	Section 15.03. Adjusted Work Schedule	19
	Section 15.04. Telework.....	19-22
ARTICLE 16	Sick Leave.....	23
	Section 16.01. Accrual	23
	Section 16.02. Balance.....	23
ARTICLE 17	Vacation	24-25
	Section 17.01. Entitlement.....	24
	Section 17.02. Scheduling, Carryover and Excess Leave Payout Option	24-25
	Section 17.03. Year-End Vacation.....	25
	Section 17.04. Leave Balance	25

TABLE OF CONTENTS (CONTINUED)

ARTICLE 18	Holidays	26
	Section 18.01. Celebrated Holidays.....	26
	Section 18.02. Celebration of Holidays Not Falling on Workday; Work on Holidays	26
ARTICLE 19	Recovery Time.....	27-28
	Section 19.01. Policy.....	27
	Section 19.02. Weekend Work, Headquarters Staff	27
	Section 19.03. Field Assignments	28
	Section 19.04. Procedures.....	28
ARTICLE 20	Leaves of Absence.....	29
	Section 20.01. Policy.....	29
	Section 20.02. Application.....	29
ARTICLE 21	Compassionate Leave	29-30
ARTICLE 22	Parental Leave.....	30
ARTICLE 23	Job Classification, Salary and COLA.....	30-32
	Section 23.01. Job Classification, Salary.....	30-31
	Section 23.02. Direct Deposit of Payroll/Expense Checks.....	31
	Section 23.03. Bilingual Language Pay.....	31-32
ARTICLE 24	Severance Pay.....	32
	Section 24.01. Severance Pay for Employees Hired on or before December 31, 1996.....	32
	Section 24.02. Additional Severance Pay	32
	Section 24.03. Computation of Severance Pay	32
	Section 24.04. Severance Pay for Employees Hired on or after January 1, 1997.....	32
ARTICLE 25	Pension, Health, Prescription, Short-Term and Long-Term Disability, and additional Benefit Information	33-37
	Section 25.01. Maintenance of Benefits	33
	Section 25.02. Negotiations of Changes	33
	Section 25.03. Optical and Dental Plan	33-34
	Section 25.04. Health Maintenance Organization	34
	Section 25.05. Prescription Drug Card Plan	34
	Section 25.06. Short-Term Disability	34-35
	Section 25.07. Long-Term Disability	35-36
	Section 25.08. Pension Contributions and Multiplier.....	36
	Section 25.09. Additional Health Benefit Information	37
	Section 25.10. Coordination with Leave Funds	37

TABLE OF CONTENTS (CONTINUED)

ARTICLE 26	Expense Reimbursement Policies.....	38-41
	Section 26.01. Withholding of Taxes.....	38
	Section 26.02. Monthly Expense Allowance and Per Diem.....	38
	Section 26.03. Automobile Allowance and Expenses	38-39
	Section 26.04. Insurance Coverage.....	39
	Section 26.05. Expense Report Procedures	40
	Section 26.06. Travel Advances.....	40
	Section 26.07. Credit Card.....	40
	Section 26.08. Headquarters Unit – Metro Transit Pre-Tax Benefit and Parking Benefit.....	40
	Section 26.09. Cell Phone Allowance	40-41
ARTICLE 27	Bulletin Boards.....	41
ARTICLE 28	Harassment, Intimidation and Domestic Violence Retaliation	41-42
ARTICLE 29	AFSCME Rights.....	42
ARTICLE 30	Labor-Management Committee	42
ARTICLE 31	Waiver of Bargaining During Contract Term	42
	Section 31.01. Scope of Waiver	42
	Section 31.02. New Matters Not Waived	42
ARTICLE 32	AFSCME Tuition Assistance Program	43
ARTICLE 33	Electronic Payroll Information and Direct Deposit	43
ARTICLE 34	Affirmative Action and Cultural Diversity	43-44
	Section 34.01. Statement of Intent.....	43-44
	Section 34.02. Affirmative Action Plan.....	44
	Section 34.03. Cultural Diversity.....	44
ARTICLE 35	Job Descriptions	44
ARTICLE 36	Health and Safety	44
ARTICLE 37	No Strike/No Lockout Clause.....	45
	Section 37.01. No Strike Clause.....	45
	Section 37.02. No Lockout Clause.....	45
ARTICLE 38	Savings Clause.....	45
ARTICLE 39	Successorship.....	45

TABLE OF CONTENTS (CONTINUED)

ARTICLE 40	Term of Agreement	46
APPENDIX A-1	– USU Wage/Step Schedule (7/1/2023).....	47
APPENDIX A-2	– USU Wage/Step Schedule (7/1/2024).....	48
APPENDIX B	– Memorandum of Understanding on Additional Severance.....	49-50
APPENDIX C	– Organizer II.....	51-52
APPENDIX D	– Joint Statement of Intent to Protect Weekend Home	53-54
APPENDIX E	– Job Classification Appeals.....	55
APPENDIX F	– Field Data Coordinator Job Classification	56
APPENDIX G	– 25.01 (B) Maintenance of Benefits	57
APPENDIX H	– Long-Term Disability Benefits	58
APPENDIX I	– AFSCME Employees Pension Plan	59
APPENDIX J	– Job Classification and Pay Grades	60-63
APPENDIX K	– Expense Reporting and Reimbursement (12/19/2007)	64
APPENDIX L	– Side Letter on Staff Development	65
APPENDIX M	– Letter of Agreement on Sick Leave and Extended Leave.....	66
APPENDIX N	– Domestic Partners Health Insurance.....	67
APPENDIX O	– Side Letter of Auto Allowance Provisions.....	68
SIGNATURE PAGE	69

PREAMBLE

This Agreement entered into by the American Federation of State, County and Municipal Employees, hereafter referred to as the Employer or AFSCME, and the United Staff Union, hereafter referred to as the Union or USU, for itself and on behalf of all employees of AFSCME described in Article I, has as its purpose the promotion of harmonious relations between AFSCME and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries and other conditions of employment.

ARTICLE 1

Union Recognition

AFSCME recognizes USU as the sole and exclusive collective bargaining agent for the purpose of establishing salaries and other conditions of employment for all full-time employees in professional capacities in the following described units:

FIELD UNIT: All employees regularly or permanently assigned or employed to non-headquarters positions, including all full-time and regular part-time Organizers-in-Training except for temporary assignments by Headquarters personnel.

HEADQUARTERS UNIT: All employees regularly employed in or assigned to AFSCME Headquarters.

It is specifically agreed that all elected AFSCME officials, Department Directors, Regional Directors, Deputy Directors, Associate Directors, Assistant Directors, Assistant Regional Directors, Area Organizing and Field Directors, Field Coordinators, Special Representatives, Regional Field Administrators, Assistants to elected officials, other administrative personnel who direct or supervise professionals covered by this Agreement, part-time, and temporary employees and employees confidential to labor management relations are expressly excluded from the recognized units.

ARTICLE 2

Union Security

All present and future employees covered by this Agreement shall as a condition of employment become and remain members of USU in good standing no later than the day following completion of their thirtieth (30th) day of employment.

ARTICLE 3

Checkoff

Section 3.01. Authorization.

AFSCME shall deduct from the salary of each USU member all dues, initiation fees, and other uniformly imposed assessments levied by USU for any current month. Authorization to deduct dues from each member must be supported by an original authorization card executed by the member and submitted to AFSCME no later than the 15th day of the month that dues are to be deducted. AFSCME will pay these deductions to the USU no later than the 15th day of the month following the dues withheld.

Section 3.02. Deductions.

Such membership dues shall be deducted from the employees' earnings in accordance with the USU's schedule of rates furnished to AFSCME by USU. Such schedule may be amended by USU at any time.

ARTICLE 4

Information

Section 4.01. New Hires.

As close to the date of hire as reasonably feasible, AFSCME shall furnish to USU the following information regarding the Bargaining Unit employee:

- A. Name, address, telephone;
- B. Date of hire;
- C. Classification, departmental assignment and assignment area;
- D. Salary;
- E. Race, gender, and date of birth; and
- F. Cell phone numbers and e-mail address if such information is supplied by AFSCME or is collected.

Section 4.02. Change in Unit Status.

As close to the date of change as reasonably feasible, AFSCME shall notify USU of any changes in Section 4.01, paragraphs (A), (C), and (D). In addition, AFSCME shall notify USU of any termination, resignation, retirement, leave of absence, or death of any such employee.

ARTICLE 5

Seniority

Section 5.01. Definition.

Seniority means an employee's length of continuous service in the bargaining unit. In the event that two employees have the same bargaining unit seniority, date of hire with AFSCME shall be used as the tie breaker. This clarification will apply to contract language where seniority is a factor.

Section 5.02. Seniority Lists.

Every three (3) months AFSCME will furnish USU a seniority list showing the continuous service of each employee.

Section 5.03. Breaks in Service.

An employee's continuous service record shall be broken only by voluntary resignation, discharge for just cause or retirement, except when a break in service is at the direction of AFSCME. When an employee is recalled from layoff status, the employee's seniority date shall be the original date of hire less the time spent on layoff status. Leave of Absence shall not constitute a break in continuous service for seniority purposes.

Section 5.04. Job Vacancies.

A. Whenever job vacancies occur, AFSCME will post in writing a notice of all such new or vacant USU positions to all bargaining members electronically. AFSCME may also simultaneously post the job vacancies externally. AFSCME further agrees to send a copy of vacancies and/or new positions to the USU President. Such postings will be done at least five (5) working days (not to include the day of posting) prior to filling such vacancies. AFSCME will provide a brief description of the duties of the position, the salary range, and minimum requirements or qualifications for the position.

Employees who wish to be considered for such vacancy must notify the Human Resources Department in writing of their interest prior to the expiration of the five (5) working-day posting period.

B. The principles of seniority along with qualifications, experience and the peculiar requirements of the assignment and position shall be used as the criteria in all cases of transfers. All things being substantially equal, seniority shall prevail. Employees may be awarded no more than one lateral transfer during a 24-month period pursuant to this provision. Grievances under this provision may be processed only through the first three steps of the grievance procedure. Grievances under this section are not subject to Step 4 of the grievance procedure.

C. A seniority roster listing USU seniority in each job classification shall be established. Once a vacancy is posted, all USU members shall be allowed to bid

on such vacancy or vacancies by expressing their interest in writing to the Human Resources Director. Such vacancy or vacancies shall be filled according to the criteria set forth in (B) above from the USU members bidding on such vacancy or vacancies.

- D. It is the intention of AFSCME to promote from within and to allow staff to transfer according to the criteria set forth in (B) above without interfering with the rights of AFSCME to manage its affairs and allocate staff. In the event an employee is denied a promotion, they may initiate a grievance at Step 3 of the grievance procedure. A Step 3 meeting shall be held which includes the employee, their representative, the appropriate department director, and the President or their designee. Grievances under this section are not subject to Step 4 of the grievance procedure.

Section 5.05. Hardship Transfers.

Persons who are being permanently reassigned or permanently transferred and claim a hardship can grieve the claimed hardship through the first three steps of the grievance procedure. The grievance must contain full documentation of the claimed hardship. While this procedure is in progress, the affected employee shall accept the reassignment or transfer and report to the assignment. Hardship grievances may be filed directly at Step 3 of the grievance procedure. Grievances under this section are not subject to Step 4 of the grievance procedure.

Section 5.06. Intentionally Deleted.

Section 5.07. Newly Established Classifications.

In the event that AFSCME creates new permanent positions, which are appropriately within the bargaining unit, the parties shall meet and negotiate the appropriate salary level. During that period AFSCME shall have the right to fill the new position and assign to it a pay range.

Section 5.08. Employee Rights if Not Selected for a Vacancy.

Any applicant denied selection for a position shall be provided by AFSCME a written notice of the denial within one (1) week after a determination has been made. If the employee so requests, they shall be provided with a written explanation of the denial within one (1) week of the employee's request.

Section 5.09. Working out of Classification.

Headquarters' employees temporarily assigned, in writing, field work in a classification higher than their current classification for over 30 days shall be compensated at the rate of the higher classification beginning on the 31st day for the duration of the work. AFSCME agrees to meet with USU and attempt to resolve conflicts arising from organizers assigned lead organizer work out of classification under a similar time frame.

Section 5.10 Organizer, Field Data Coordinator and Retiree Organizer Job Reclassification.

- A. Organizer I, Field Data Coordinator I and Retiree Organizer I serving in their fifth (5th) year in their job classification may request a promotion on a noncompetitive basis to the Organizer II, Field Data Coordinator II and Retiree Organizer II, respectively, during the 30-day period preceding their fifth (5th) year anniversary date.
- B. This request shall be granted provided the applicant has no record of unsatisfactory performance in their job classification and for an Organizer I, has demonstrated a capacity to undertake more difficult organizing assignments, and for a Field Data Coordinator I or Retiree Organizer I, more complex assignments beyond their class. If the employee does have an unsatisfactory record of performance, the employee may reapply after a year of satisfactory performance.
- C. Section 7.02 (Trial Period) shall be applied to these noncompetitive promotions.
- D. Nothing herein shall preclude AFSCME from posting and filling vacancies at higher grades through its normal selection procedures, as defined as in Article 5.

ARTICLE 6

Nondiscrimination

In the administration of this contract and in AFSCME's relationship with members of USU individually and collectively, there shall be no discrimination because of sex, race, color, creed, religion, age, disability, marital status, veteran status, sexual orientation, gender identity, victim of domestic violence, ancestry, parental status, national origin, political activity, USU activity or marital or family relationship to a staff member.

ARTICLE 7

Probationary Period

Section 7.01. Probation Period for New Hires.

- A. The probationary period for new employees working in headquarters shall be six (6) months. For all other bargaining unit employees, the probationary period will be twelve (12) months.
- B. Work performance evaluations will be made prior to the end of three (3) months and seven (7) months from date of hire. Such evaluations shall be reviewed with the employee by the person making the evaluation and placed in the employee's personnel file with a copy given to the employee.

- C. Final evaluation and recommendation for permanent employment status will coincide with completion of the probationary period.

Section 7.02. Trial Period.

- A. Employees selected for vacancies shall be allowed a reasonable trial period, not to exceed ninety (90) calendar days, in any new position. During such a period, the employee shall retain all rights under this contract. The Department Director shall regularly meet with the employee throughout the trial period to discuss the employee's performance.
- B. If during the trial period AFSCME, in its opinion, feels that the employee is not performing satisfactorily the duties of the position, the employee shall be returned to the former position held. The employee has the right, during the trial period, to give up the new position and return to the former position. If the former position is not available, the employee will be placed in a comparable position.

Section 7.03. OIT Training Program.

AFSCME and USU agree that the Organizer-in-Training Program is intended to provide newly recruited staff with an opportunity to learn the fundamentals of labor organizing and to acquire the skills and experience required to work as an AFSCME organizer.

- A. Duration of Training Period.

The OIT training program shall be twelve (12) months in length. These 12 months shall constitute a probationary period. Up to three (3) months spent as an AFL-CIO Organizing Institute Apprentice on an AFSCME (or an AFSCME affiliate's) organizing campaign shall be considered as part of the 12-month training period (if it immediately precedes employment with AFSCME).

At the discretion of the Department Director, up to three (3) months spent on another AFL-CIO affiliated union, SEIU or IBT organizing campaign may be considered as part of the 12-month training period (if it immediately precedes employment with AFSCME). This determination is not subject to the grievance procedure.

OIT's shall receive regular evaluations and feedback as well as orientation in the AFSCME organizing model as outlined in the Handbook during the training period. An OIT may request placement as an Organizer prior to the 12-month period but no sooner than 9 months. In these cases, the Department Director will review the request and determine whether the request is granted. This determination is solely at the discretion of the Department Director and is not subject to the grievance procedure.

Final evaluation and recommendation for the placement as an AFSCME Organizer will coincide with the completion of the training program or upon a determination by the Director of Organizing and Field Services, whichever comes first.

In the event an OIT upon completion of the OIT program is placed in a position other than Organizer, AFSCME may require the employee to serve a trial period not to exceed ninety (90) calendar days. The employee's work performance will be evaluated during this period. The evaluation shall be reviewed with the employee by the person making the evaluation and placed in the employee's personnel file with a copy given to the employee. Final evaluation and recommendation for permanent employment status will coincide with the completion of the trial period.

B. Content of Training Program.

1. Purpose and Intent - The Organizer-in-Training program is designed to provide on-the-job training, classroom training and debriefings on organizing activities. The program includes, but is not limited to, the AFSCME Class 101 and 102, in-depth topical training, informal training modules in conjunction with regular staff meetings, and one-on-one training by more experienced organizers in conjunction with the OIT's assignment to conduct house calls, run meetings, conduct leadership training, etc. Organizers who may be assigned to do one-on-one training of OITs shall have training in feedback and staff development.

It is AFSCME's intention that each OIT will work closely with a more senior organizer or manager to provide the OIT with regular feedback and establish mutually agreed to goals for development of organizing skills and knowledge.

Bargaining unit employees shall not be assigned and may not perform written evaluations of bargaining unit employees.

It is acknowledged that the responsibility for development lies with the individual OITs, the campaign team and AFSCME. OITs must have a willingness to accept and seek out feedback and to request specific training or assignments to further their development.

AFSCME agrees to consider USU's suggestions regarding training. AFSCME will provide a cohort meeting and individual exit surveys for organizers who advance from the OIT program in order to get input on the content and effectiveness of the program.

The content of the training program shall not be subject to the grievance procedure.

2. Formal Training - Recognizing that scheduling large formal training opportunities is difficult, AFSCME will seek to expand opportunities for smaller classroom training programs. AFSCME will provide all OITs with equal access to the larger formal training programs when offered to the extent that assignments permit.
3. Compensation for Training - An OIT will be paid their regular rate of pay to attend AFSCME- designated training programs.

4. Evaluation is Not Discipline - An OIT who feels that they have been disciplined without just cause may utilize the grievance procedure of this Agreement. Evaluations - including criticism, critique and/or feedback to an OIT during the training period as well as final evaluations and recommendations for placement as an Organizer - shall not be considered discipline and shall not be subject to the grievance procedure.

ARTICLE 8

Discipline and Discharge

Section 8.01. Discipline.

- A. Disciplinary actions or measures shall be imposed only for just cause and shall be limited to the following:
 1. Oral reprimand or formal counseling;
 2. Written reprimand;
 3. Suspension; and/or
 4. Discharge
- B. Disciplinary action may be imposed upon an employee for failure to fulfill their responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- C. AFSCME reserves the right to discipline employees and such discipline shall be in conformance with generally accepted principles of progressive discipline.

Section 8.02. Imposition of Discipline.

- A. No employee shall be discharged or otherwise disciplined except for just and sufficient cause. In the event of discharge, the employee shall be given a reason for their discharge in writing, and a copy of such notification shall be forwarded to the Union at the same time. Discharge grievances shall be initiated at the third step.
- B. AFSCME recognizes the right of any such employee to have a Union representative notified at the time of discipline under Section 8.01 (A), when either 3 or 4 above is imposed. A copy of all written reprimands and notices of suspensions shall be provided to USU.
- C. In grievances concerning discipline (excluding discharge cases), upon request of the Union, a meeting of the parties shall be held at the level of supervision that imposed the discipline. This meeting may be in person or virtual as appropriate.

- D. Discipline shall not be imposed upon an employee for unsatisfactory job performance, misconduct or other chronic failing unless the employee was apprised in a timely manner of the alleged impropriety.

Section 8.03. Removal from Records.

At the employee's request, all disciplinary entries shall be removed from the employee's personnel file at the end of two (2) years following such notation, provided the employee has not been disciplined during such period, except that in the case of a suspension, the discipline will remain in the employees personnel file for three (3) years. In the event a disciplinary notation is not removed because of subsequent discipline, the two (2) and three (3) year time limits for removal shall run from the date of subsequent discipline.

ARTICLE 9

Grievance and Arbitration Procedures

Section 9.01. Grievance Procedure.

USU and AFSCME view the grievance procedure as a problem-resolution mechanism and recognize that communication plays a vital role in solving grievances. In addition, it is in the parties' mutual interest to resolve grievances as quickly as possible and at the lowest level possible. Therefore, it is in the interest of both parties to conduct grievance meetings when appropriate, at all steps of the procedure, where participants can discuss the matter giving rise to the grievance and explore ways to resolve the grievance.

A grievance shall be any controversy or dispute relating to any matter of wages, hours and working conditions or involving interpretation or application of any provision of this Agreement. Individual grievances will be signed by the aggrieved employee. All grievances shall be processed in the following manner.

Upon mutual agreement of the union president or their designee and the Human Resources Director, grievances shall be initiated at the level which has the authority to resolve the matter being grieved. If the parties do not agree, the grievance shall be filed at Step 1.

Upon request of the employee, grievances concerning sexual harassment or race or gender discrimination shall be initiated at Step 3 of the grievance procedure.

Step 1. USU and the aggrieved employee shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) calendar days of the date of its occurrence or from when the employee reasonably became aware of the occurrence. The supervisor shall attempt to adjust the matter and shall respond within fourteen (14) calendar days.

Step 2. If the grievance has not been settled, it may be presented in writing by the USU President or their designee to the Regional or Department Director within ten (10)

calendar days after the response is due under Step 1. The appropriate director shall respond to USU in writing within ten (10) calendar days.

Step 3. If the grievance has not been settled, it may be presented in writing by the USU President or their designee to the President or their designee within ten (10) calendar days after the appropriate director's response is due. The President or their designee shall respond to USU in writing within ten (10) calendar days. The third step of the grievance procedure shall include a meeting between the parties in person or virtual, as appropriate.

Step 4. If the grievance is still unsettled, the USU President may request arbitration by written notice to AFSCME and the American Arbitration Association, within thirty (30) calendar days after the reply is given by the President or their designee, or if no response is given, within thirty (30) days after the response was due. If USU does not request arbitration within thirty (30) days of the date the answer is due from or given by the President or their designee, the grievance shall be deemed withdrawn and closed with finality.

Arbitration proceedings will be conducted in Washington, D.C., unless otherwise mutually agreed upon. In the event mutual agreement cannot be achieved, either party may request the arbitrator to order the hearing held in a different location upon a showing of good cause (Good cause shall include, but not be limited to, a showing that a majority of the witnesses reside in a state, which is not adjacent to Washington, D.C.).

The arbitrator selected should be able to commit to a time schedule that will result in a prompt handling of the case. Selection of the arbitrator shall proceed in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association.

Section 9.02. Arbitration Expenses.

Expenses for the arbitrator's services in the proceedings shall be borne by the losing party. If the grievance is not sustained or denied in its entirety, the parties will share the expenses for the arbitrator's award equally. However, the party requesting arbitration will be responsible for any AAA docketing or filing fees and each party shall be responsible for compensating its own representative and witnesses.

Section 9.03. Authority of Arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument unless extended by mutual agreement. The arbitrator is limited to the interpretation and application of this Agreement.

Section 9.04. Alternative Mediation Procedure.

Within seven (7) days of a Step 3 decision, grievances which are subject to this procedure, USU may request that the matter be referred to a third-party mediator for review under the Alternative Mediation Procedure. The parties shall meet with the third-

party mediator within fourteen (14) days or as soon thereafter as possible. The meeting will be held in Washington, D.C., unless otherwise agreed to by the parties. The mediator shall be a FMCS mediator or any other experienced third-party neutral agreed to by the parties. The third-party review will be conducted in an informal fashion without written briefs or witness testimony and will not last more than four (4) hours, unless the parties agree otherwise. If the mediator deems it appropriate, the mediator will be authorized to provide the parties with suggestions or comments on alternative ways of dealing with the issue. Any such suggestions or comments shall not, however, be binding on the parties.

It is also understood that the mediator's suggestions or comments will be provided orally to the parties at the close of the meeting and will not be reduced to writing unless both parties have requested written comments or suggestions. Any expenses assessed by the third-party mediator will be shared by the parties.

ARTICLE 10

Union Activities on AFSCME Time

Section 10.01. Notice and Approval.

- A. USU stewards will be granted reasonable time during their normal working hours, with the prior approval of their immediate supervisor, to prepare for and attend meetings scheduled by AFSCME within the steward's jurisdiction for the following representational activities:
 - 1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 8, Discipline and Discharge;
 - 2. Labor-Management Committee and other committee meetings if such committees have been established by this Agreement; and/or
 - 3. Informal grievance resolution meetings, grievance meetings, and arbitration hearings held during their work time.
 - 4. New Employee Orientations in accordance with Section 10.05.
- B. In addition, Union stewards will be provided a reasonable amount of time during their normal working hours, with the prior approval of their immediate supervisor, to investigate and process grievances.
- C. The union steward must obtain prior approval from their supervisor to prepare for and/or attend any meeting during their work hours.
- D. Employees must obtain prior approval of their immediate supervisor to leave work to initiate grievances, meet with a union steward, or otherwise participate in the grievance procedure, or any other USU activity.

Section 10.02. Time Off for Union Activities.

- A. USU-designated employees may be, consistent with operational needs, allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and assemblies.
- B. The employees may use paid annual leave instead of leave without pay.
- C. The Union will give AFSCME a written list of the names of the employees it is requesting to attend the above listed activities at least fourteen (14) calendar days prior to the activity unless otherwise agreed upon.

Section 10.03. Designated Representatives.

USU shall provide AFSCME with a list of stewards designated to process grievances, including the area of responsibility for such individual. AFSCME will deal only with such designated persons in the processing of grievances.

Section 10.04. New Employee Orientation.

New Employee Orientation seminars will be held quarterly. If an employee is unable to attend, they will be assigned to the next orientation. AFSCME agrees to provide a headquarters based USU representative designated by USU's President sixty (60) minutes during the New Employee Orientation seminars to introduce members to the staff union and describe to them their rights and responsibilities under the parties' collective bargaining agreement.

ARTICLE 11

Personnel Files

Section 11.01. Right to Review Files.

An employee shall have the right, upon request, to review and to obtain copies of the contents of their personnel file maintained by the Human Resources Department. A representative of USU may, at said employee's request, accompany the employee in this review. Anyone in the field may designate in writing a representative to review their personnel file.

Section 11.02. Material Added to File and Right to Reply.

Any material commending or reproving an employee that is sent to the Human Resources Department for inclusion in the personnel file shall be provided to the employee at the same time. The employee may respond to the material and their response shall be placed in the file.

An employee who alleges that information in their personnel file is false, erroneous or to their detriment shall have the right to file a grievance for the purpose of having such information corrected or expunged.

Section 11.03. Dissemination to Outside Sources.

No information from the employee's personnel file shall be provided to persons outside AFSCME without the written consent of the employee unless required by law, court order or legal process such as subpoenas or other court proceedings. In these cases, the employee shall receive notification.

ARTICLE 12

Outside Employment

AFSCME will be notified by the employee when the employee obtains outside employment, effective for jobs obtained on and after the date this Agreement is ratified. An employee may participate in employment outside the scope of AFSCME employment as long as it does not present a conflict of interest or interfere with their work assignment and is conducted on their own time.

ARTICLE 13

Contracting Out and Part-Time or Temporary Employees

Section 13.01. Use of Nonbargaining Unit Personnel.

AFSCME and USU recognize that under certain conditions the use of outside contractors, consultants, or part-time and/or temporary employees may be necessary and proper. No employee in the Organizer classification series shall be hired as a temporary employee. In such cases, AFSCME agrees to provide USU on the fifteenth day of each month with a list showing AFSCME's use of outside contractors, consultants, and part-time or temporary employees for the previous calendar month. It is agreed that temporary employees shall be limited to a term of twenty-four (24) months.

Any person employed in such capacity shall not be re-hired during the next six (6) months as temporary. AFSCME agrees not to subcontract any bargaining unit work during the term of the agreement that would result in the displacement or layoff of an employee. If either party desires, specific cases may be disputed at a labor- management meeting, but it is recognized that the final decision to initiate, to continue or to discontinue any such services remains with AFSCME.

The parties shall meet and discuss work that has been previously contracted out during Labor-Management Meetings and consider whether such work may have been more efficiently performed "in house."

ARTICLE 14

Reorganization, Layoff, Recall and Transfers.

Section 14.01. Reorganization.

- A. Reorganization is defined as the planned elimination, addition or redistribution of duties in an organization, the consolidation or merger of units or departments, or the division of an existing unit or department into two or more units or departments. In the event that a reorganization involves eliminating or downgrading bargaining unit positions, the provisions of Article 24 of this Agreement shall apply to loss of employment.
- B. AFSCME shall notify USU and each affected employee at least fifteen (15) calendar days prior to a planned reorganization, provided that the affected employee is consulted at least seven (7) calendar days prior to notification. AFSCME agrees to consult with and to consider USU suggestions. If twenty (20) or more employees are to be laid off, USU and the affected employees will be given notice at least sixty (60) days prior to the implementation of the layoff. If the reorganization results in an office closure but no layoff, AFSCME shall provide at least thirty (30) days' notice.

Section 14.02. Layoff and Recall.

- A. In the event AFSCME proposes to reduce the number of permanent employees in a USU bargaining unit, AFSCME shall notify USU at least fifteen (15) days in advance of providing a notice to the affected employees. The notice will provide USU with information on the number of reductions proposed, the names of the employees that AFSCME intends to lay off, the location where the lay-offs would occur, and the date the lay-offs would be implemented.
- B. If requested, AFSCME will meet with USU and will consider USU suggestions prior to making a final determination on a planned lay-off. Once a final determination is made, USU and the affected employees will be given notice at least sixty (60) days prior to the implementation of the layoff or such greater period of time as may be required by applicable law.
- C. **Headquarters Departments:** In the event AFSCME would have to reduce the number of permanent employees in a Headquarters Department (including employees assigned to field positions from those Departments), the least senior employee in the affected job classification series within the affected Department, as defined by Appendix J, would be laid off first. AFSCME agrees that any part-time, temporary or probationary employee doing bargaining unit work in that Department would be laid off or terminated before the layoff of any permanent employee.

D. **Organizing and Field Services Department:** In the event AFSCME would have to reduce the number of permanent employees in the Organizing and Field Services Department, the least senior employee in the affected job classification series within the Department, as defined by Appendix J, would be laid off first. AFSCME agrees that any part-time, temporary, or probationary employee doing bargaining unit work in that Department would be laid off or terminated before the layoff of any permanent employee.

E. Employees assigned to work in the field or working in the Organizing and Field Services Department, who are not in an organizing or servicing classification (e.g., Organizing Research Specialist, and Field Education Coordinator), shall be laid off according to the Headquarters' lay-off procedures defined in this Article.

F. **Bumping Rights**

An employee identified for layoff will be given the opportunity to exercise bumping rights. The most senior employee subject to layoff may replace the least senior bargaining unit employee:

1. who is in the same or lower grade in the same department and
2. who is in any of the job classification series identified by AFSCME for which the senior employee meets the qualifications and has the ability to perform the work.

After the employee identified for layoff exercises bumping rights as described above and displaces the least senior employee, the displaced least senior employee shall have no bumping rights and will be laid-off.

Any employee transferred to a position at a lower grade shall be placed at the step closest to but not exceeding their current salary, within their new grade.

At the conclusion of all bumping, if a less senior employee who has exercised their right to bump is in a higher grade than a more senior employee who also bumped, the more senior employee will be placed in the higher grade.

G. **Recall List**

Permanent employees laid off shall be maintained on a recall list for two years from their lay-off date, provided they have five (5) years seniority, and on a recall list for one (1) year provided they have less than five (5) years seniority.

Whenever job openings occur, such employees will be recalled to their former or any substantially equivalent position on the basis of length of continuous service. A laid-off employee who declines a recall offer shall be removed from the recall list.

Laid off employees are responsible for keeping AFSCME Human Resources informed of their current address. AFSCME will send recall offers by certified mail

to the most recent address on file. The employee will have fourteen (14) days to accept the recall offer in writing. If no response is received by AFSCME within fourteen (14) days, the offer will be deemed to be rejected.

Section 14.03. Transfers and Reassignments.

When a transfer or reassignment of an employee is initiated by AFSCME, AFSCME will reimburse the employee for reasonable moving and transportation expenses. All possible consideration shall be given to avoid hardships on employees because of home-base transfers or temporary out-of-town assignments.

Staff who are temporarily assigned to an area away from their home base shall be permitted to return periodically to their home base at AFSCME's expense. A home visit may be permitted every other weekend during the temporary assignment with the approval of their supervisor and dependent upon operational needs. No travel will be granted at AFSCME's expense to any area other than the home base, nor will AFSCME provide transportation for relatives or dependents to travel to the location of the temporary assignment in lieu of a home visit. The parties agree that an OIT's home base will be defined as the OIT's place of residence on their date of hire as an Organizer-in-Training, unless a different location is designated by AFSCME as a condition of employment.

The parties agree that the phrase "temporary assignment" for the purposes of this Article, shall be construed to mean any long-term assignment away from the home base, not only an assignment requiring a formal personnel notification. The parties further agree that a series of separate but consecutive assignments can qualify an employee for the provisions of this article. Both Field and Headquarters bargaining unit members in professional capacities are eligible for this provision. For purposes of recovery time, travel home on a weekend day shall not also give rise to recovery time under Section 19.02, "Weekend Work, Headquarters Staff."

AFSCME shall reimburse actually incurred airport/home transportation costs based on appropriate documentation.

If an employee's weekend home is cancelled in writing due to operational needs, the employee will have recovery days added as defined by the "Joint Statement of Intent to Protect Weekend Home Visits During Temporary Assignments"

When a staff member is given a long-term travel assignment away from home base, they will receive an initial orientation about the assigned campaign by the completion of the first week on the assignment, which will include overall campaign objectives and best estimates of timelines AFSCME will endeavor to provide periodic updates.

Section 14.04 – OIT Training Base.

An OIT will be assigned to a training base. If the training base is greater than 60 miles from the OIT's home base, AFSCME will provide housing and out-of-town per diem for the duration of the training assignment. If an OIT is reassigned to a new campaign on a

temporary basis, then lodging and per diem will be provided in line with AFSCME policies for other field employees. During the training period, OIT's who are reassigned shall not be required to permanently relocate their home base.

Section 14.05. OIT Relocation.

If an OIT is placed in an Organizer position or other position within the USU bargaining unit, at the conclusion of the OIT training period AFSCME may require relocation to a new home base. If such relocation is required, the employee shall be covered by the AFSCME relocation policy.

Section 14.06. OIT Home Visits.

OIT's who are assigned to an area away from their home base will be permitted to return to their home base at AFSCME's expense. A weekend home visit will be permitted once during each thirty (30) day interval during the training period with the approval of their supervisor and is dependent upon operational needs. If an OIT is required to relocate as a condition of employment, the employee is still eligible for those home visits to their residence prior to relocation.

ARTICLE 15

Alternative and Adjusted Work Schedules

Section 15.01. Work Schedule.

AFSCME and USU agree that USU members are salaried professional employees as defined under the Fair Labor Standards Act (FLSA). Accordingly, bargaining unit members are expected to work evening and/or weekend hours as part of their work schedules when required.

AFSCME recognizes the need of USU members to occasionally alter their work schedules to fulfill professional obligations or for personal reasons. USU recognizes that this need must be balanced with AFSCME's need to staff operations. USU members will work with their departmental managers or supervisors to minimize the disruption of office and/or field operations during periods of absence. USU members will be expected to notify their managers or supervisors, and to obtain approval, prior to an absence during their work schedule, emergency situations notwithstanding. In keeping with the FLSA regulations for exempt salaried professionals, any work performed in a day shall be considered a full day worked for leave accounting purposes.

Section 15.02. Compressed Work Schedule.

During the term of this Agreement, AFSCME and USU agree that a compressed work schedule may be considered and implemented on a department by department basis for Headquarters employees only. Therefore, a compressed work schedule may not be appropriate for all positions, or in all settings, or for all professional Headquarters

employees. Compressed work schedules are subject to the following terms and conditions:

- A. As used in this Section, a “compressed work schedule” means that an employee will work 7 days of 8 hours each within a calendar month, and thereafter may take a day off within the same calendar month. Hours in excess of 8 hours will not be credited toward the day off. The day off can only be taken in the month the hours are earned.
- B. The eighth hour will be adjacent to the employees’ normal 7-hour work schedule.
- C. All compressed work schedules will require pre-approval by management. Approval will depend on the type of work and responsibilities of the staff requesting the compressed work schedule and AFSCME’s operational needs which may fluctuate depending on priorities, projects and assignments.
- D. An employee must complete a compressed work schedule request form and submit it to management for pre-approval no later than 15 days before the month during which the employee wishes to work the compressed work schedule. Approval or denial of the request will be given by management at least 7 days before the proposed start of the compressed work schedule. Requests must be submitted monthly.
- E. The proposed compressed work schedule will state the dates on which the employee will work eight hours and the date the employee will not be working.
- F. Travel days, weekends and holidays cannot be scheduled or treated as an 8-hour day.
- G. If an employee takes annual or sick leave on a date they are scheduled to work 8 hours, the employee will be charged 8 hours of leave, unless another 8-hour day is mutually agreed to in that month.
- H. In all cases, AFSCME retains the sole right to determine the feasibility of a compressed work schedule without regulation or restriction, including whether a department will permit compressed work schedules. Management decisions to approve, modify or terminate compressed work schedules are final and not subject to the grievance and arbitration procedure. An approved compressed work schedule can be rescinded by management at any time for any reason.
- I. Management decisions on compressed work schedule requests will include consideration of previously raised performance issues.
- J. Requests to change a compressed work schedule will require completion of a compressed work schedule request form and management approval.
- K. Probationary employees are not eligible for a compressed work schedule.

- L. Management approval of a compressed work schedule does not alter the salaried professional status of the employee. AFSCME may alter an approved compressed work schedule at any time and require an individual to perform work based on operational needs outside of their regular work hours.

Section 15.03. Adjusted Work Schedule.

An employee on or returning from an approved parental leave of absence may request an adjusted work schedule within established guidelines. With management's approval, this adjusted schedule would be in effect up to a maximum of three (3) months.

Section 15.04. Telework.

AFSCME and USU agree that telework arrangements may: (a) improve employees' work lives by allowing a better balance of work and family responsibilities; (b) improve AFSCME's ability to recruit and retain a high-quality workforce in a competitive job market; (c) provide for the continuity of operations during emergencies; and further, that AFSCME must be able to meet its obligations to its members and affiliates. With this in mind, AFSCME and USU agree to permit bargaining unit employees to participate in a telework program subject to the following terms and conditions:

1. The term "telework" refers to the arrangement under this Section 15.04 whereby the employee performs the duties and responsibilities of the employee's position, and other authorized activities, from their personal residence during AFSCME's normal work hours. Performance expectations are the same for teleworking employees as they are for non-teleworking employees; telework schedules may not be the cause for decline in productivity or otherwise impede work duties.
2. Headquarters-based employees may telework up to two (2) scheduled days per week. Headquarters-based employees may also telework one (1) day per week on a situational basis.
3. A "situational basis" means that the telework may not be scheduled in advance, and is warranted only by immediate, unusual or unexpected circumstances, as determined by the Department Director for Headquarters-based employees. Situational telework cannot be used to extend weekends, holidays or vacations.
4. Field-based employees, depending on operational needs, may telework up to two (2) days per week with the prior approval of the Department Director and the concurrence of the Regional Director. Telework is not available while on travel status. If a department has more than one staff person assigned to a home base office (for example, a Regional Office), no more than one can telework on any given day. The proposed telework schedule will be approved by the Department Director with the concurrence of the Regional Director and paragraph 14 below applies. Staff in the following titles are not eligible to telework: OIT, Organizer I,

Organizer II and IUR. All other provisions of this Section 15.04 will apply to field-based employees, unless otherwise stated in this Section.

5. Employees will be available during their normal work schedule while working from home. Time spent in telework status must be accurately reported in the same manner as all other work-related time and identified as "telework."
6. If a weather or other event results in Headquarters or a Field office location being partially or entirely closed, telework ready employees are required to perform their normal job duties from their residence. If circumstances warrant, AFSCME may implement liberal leave.
7. Some positions may not be appropriate via telework. Department Directors will have the discretion to determine if a position is telework eligible. A Department Director also has the discretion to suspend a telework schedule for staff due to operational needs. In either event, the Department Director will provide at least seven (7) days prior written notice to the affected employees and to USU, which will state the starting date.
8. Telework may occur in weeks with holidays or when vacation, sick or recovery time is used, as long as it is not abused. However, use of telework to extend vacations, holidays, sick days or recovery days is not permitted.
9. The employee may cancel their participation in the telework program by providing advance notice to the Department Director on Friday of the week preceding the employee's return to a non-telework schedule.
10. Under no circumstances will an employee be unavailable by phone or computer (or other communication method agreeable to their Department Director) during the employee's hours of work when the employee is teleworking. All work-related contacts will be responded to within 15 minutes.
11. No employer paid travel time will be afforded to an employee who reports to AFSCME headquarters or a field office location on a day designated for telework.
12. All probationary employees will be permitted to participate in the program after sixty (60) days of employment. However, each Department Director will have the discretion to determine if telework is appropriate for individual probationary employees.
13. Headquarters based employees must coordinate their telework days with their Department Director. The days selected are required to be the same day each week, and the employee must get approval from their Department Director to any

changes from the approved teleworking schedule. The employee must provide the Department Director with a written telework proposal every six (6) months containing the proposed days of teleworking and current phone numbers, and AFSCME will convey the decision to approve or deny the request within seven (7) days.

14. Employees are expected to telework from their home. Employees must have their own internet, phone service and dedicated workspace to ensure continuity of work in a professional manner. Work phones must be forwarded to the employee's home or cell phone.
15. A Department Director may require employees work in the office or to travel on any day, regardless of their telework status. The Department Director will give the affected employees as much notice as is reasonably possible under the circumstances, and consistent with operational needs.
16. Employees with discipline in their personnel file may not telework unless, in their Department Director's discretion, telework is permitted.
17. Telework is not a substitute for dependent or elder care and teleworkers must make regular dependent or elder care arrangements. If the children or adults in need of primary care are in the alternate work location during the employee's work hours, some other individual must be present to provide care.
18. Employees who telework agree not to hold AFSCME liable for any hazards caused by working from home. This Agreement between the Union and AFSCME expressly imposes a duty of care on the employee who teleworks to act with reasonable care while working at their personal residence.
19. In order to accommodate work needs as they arise, AFSCME reserves the right to require an employee to perform work in the office or to travel irrespective of an employee's telework day and if this occurs, the telework day is not required to be rescheduled.
20. In limited circumstances and for a preapproved limited duration, staff may telework at a location away from their home with the prior approval of their Director. The approved alternate location must have a secure internet connection and phone service, and work must be completed in a timely and professional manner during normal work hours.
21. For Headquarters based employees, no more than forty percent (40%) of USU employees in each Department may telework on a routine basis on the same day.

22. Telework days do not accumulate.
23. Protection of Records. The teleworker is responsible for maintaining confidentiality and security at their telework location, as the teleworker would in the office. The employee must protect the security and integrity of data, information, paper files, and access to AFSCME computer systems against unauthorized disclosure, access, mutilation, obliteration, and destruction. Any compromise in the security and/or integrity of records must be brought to the teleworking employee's supervisor immediately.
24. AFSCME may terminate an employee's participation or a group of employees' participation in the program by giving the affected employees and to USU seven (7) days' notice of the termination. Employees may appeal the decision to have their participation in the telework program rescinded to the Director of Human Resources. The employee may reapply for participation in the telework program six (6) months from the date of termination, and the Department Director may, in their sole discretion, permit the employee to resume participation but is not required to do so.
25. The telework program may be canceled in its entirety by AFSCME for good reason, by providing no less than thirty (30) days' notice to USU of the cancellation of the program. After issuing the notice of cancellation, and upon USU's request, AFSCME will meet with USU to discuss the termination of the telework program.
26. The entirety of this Section 15.04 and all issues and interpretations arising under this Section are not subject to the Article 9, Step Four, arbitration procedures of this Agreement. However, in the event any dispute arises under this Section 15.04, a grievance may be filed at the Third Step.

ARTICLE 16

Sick Leave

Section 16.01. Accrual.

Sick leave will be accrued to each employee at the rate of one (1) day per month. Sick leave shall be available to employee(s) for their own illness or their immediate family. The employee shall meet FMLA standard(s) for usage in immediate family illnesses beyond seven (7) days and limited to thirty (30) days.

All sick leave accrued during a probationary period shall be carried over upon promotion to a permanent position.

Newly hired employees will be provided an advance of three (3) sick days upon their hire, and will, beginning in the fourth month of employment, accrue subsequent sick leave at the rate of one (1) day per month.

AFSCME will make every reasonable effort possible to return employees on extended sick leave to their home base. Employees on extended sick leave will remain in the vicinity of their home base for the duration of their illness.

Section 16.02. Balance.

Sick leave balance will appear continuously on IU Connect intranet.

ARTICLE 17
Vacation

Section 17.01. Entitlement.

It is the intent of this clause to provide annual vacations to employees. Vacations with pay shall be granted employees who have completed periods of continuous service with AFSCME as follows:

Less than 10 years of service –	3 weeks vacation per year – 1 ¼ days per month
10 – 19 years of service –	4 weeks of vacation per year – 1 2/3 days per month
20 – 29 years of service –	5 weeks of vacation per year – 2 1/12 days per month
30 or more years of service –	6 weeks of vacation per year – 2 ½ days per month

Organizer-in-Training.

An OIT shall accrue one (1) day of vacation leave each month during the training period. All accrued vacation shall be carried over upon promotion to a permanent position or cashed out upon resignation or termination.

Section 17.02. Scheduling, Carryover and Excess Leave Payout Option.

- A. Vacation shall be taken no later than the year following the year in which it is accrued unless written permission is given by the Department Director to carry such accrual into the next year. Any employee faced with the loss of accrued vacation shall be notified in writing at least sixty (60) days prior to the projected date of loss.
- B. AFSCME management may require its staff to select vacation time of 5 to 10 days on an annual basis. In such cases, bargaining unit seniority will be used in the selection of vacation days. Where an employee has an approved vacation under this section, this approval shall stand unless the employee agrees to rescind the request.
- C. Accrual of vacation beyond that of (A) above may be approved by the Department Director and the Human Resources Director. In such case, the Department Director shall plan with the employee a vacation schedule, which effectively reduces accruals in excess of the employee's yearly entitlement.

- D. AFSCME management, each March, may permit employees with an approved carryover excess vacation leave balance of thirty-five (35) hours or more (due to operational needs) to cash-in up to thirty-five (35) hours (in 7-hour increments) at sixty percent (60%) of the employee's regular hourly rate of pay.

Section 17.03. Year-End Vacation.

In addition, where job assignments permit, employees may take time off between Christmas and New Year's Day without charge against their accrued vacation time. The employee and their Department Director will arrange the appropriate department schedule. Any employee required to work during this period of time shall receive compensatory time off.

Section 17.04. Leave Balance.

Vacation leave balance will be available on a continuous basis on IU Connect Intranet.

ARTICLE 18

Holidays

Section 18.01. Celebrated Holidays.

AFSCME shall give time off with pay in observance of the following holidays each year:

1. New Year's Day: January 1
2. Martin Luther King, Jr.'s Birthday: Third Monday in January
3. Presidents' Day: Third Monday in February
4. Good Friday
5. Memorial Day: Last Monday in May
6. Juneteenth: June 19
7. Independence Day: July 4
8. Labor Day: First Monday in September
9. Indigenous People's Day: Second Monday in October
10. Veterans Day: November 11
11. Thanksgiving Day: Fourth Thursday in November
12. Friday after Thanksgiving Day
13. Christmas Day: December 25
14. One floating holiday mutually determined by the employee and Department or Regional Director.
15. Any other holiday, which may be declared a general holiday by the President of the United States or by an Act of Congress of the United States, even if such holidays apply only to the District of Columbia.

Section 18.02. Celebration of Holidays Not Falling on Workday; Work on Holidays.

- A. If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on Sunday, the holiday will be observed on the following Monday. The afternoon preceding Christmas Day and the afternoon preceding New Year's Day are early release days for staff members working the morning of those days.
- B. In the event that Independence Day, Christmas Day or New Year's Day falls on a Tuesday or Thursday, the preceding Monday or following Friday, respectively, shall also be observed as holidays.
- C. Any employee who works on a holiday shall be eligible for compensatory time off provided approval to work said holiday was granted in writing in advance by the Department or Regional Director.

ARTICLE 19
Recovery Time

Section 19.01. Policy.

- A. The parties recognize that the need for recovery time arises for professional employees as a result of work efforts above the norm that are necessary to carry out the mission of the union.
- B. Recovery time is meant to provide a safety valve for revitalization and relief from burnout, improve morale, reduce stress and afford respect and dignity.
- C. The parties acknowledge that:
 - 1. Management has the authority to assign work and establish deadlines;
 - 2. Employees are responsible for completing work within deadlines;
 - 3. The scheduling to meet those deadlines is the mutual responsibility of the employer and employee; and
 - 4. Recovery time reflects the requirements of the job and the level of effort needed to complete assignments.
- D. Travel time at the direction of AFSCME shall be considered work time.
- E. Recovery time may range from an adjusted work schedule, such as late arrival, up to an appropriate number of days off. Further, recovery time shall not be accumulated for later use; it shall be taken as soon as possible after completion of an assignment which creates the need. Approval for recovery time schedules shall be in writing.
- F. The decision concerning the amount of recovery time shall be made in joint discussion between the employee and manager. An employee's request for recovery time shall be reasonable, and management's decision concerning the granting of recovery time shall be neither arbitrary nor capricious.

Section 19.02. Weekend Work, Headquarters Staff.

For Headquarters staff, recovery time shall be warranted for out-of-town weekend work or weekend work scheduled by AFSCME. Recovery time under these circumstances normally will be one (1) day for a full weekend of work. Two (2) full single weekend days worked within a thirty-day period may be combined for this purpose.

This Section 19.02 is not applicable to headquarters staff assigned to field organizing or political assignments of any duration. Only Section 19.03 and Appendix D apply to headquarters staff assigned to field organizing or political assignments of any duration.

Section 19.03. Field Assignments.

- A. Field assignments requiring extensive efforts above the norm, as often occurs in representation election campaigns and political elections, shall give rise to recovery time of one (1) day or more, depending on the intensity and duration.

For field staff on extended assignments away from their home base, one (1) day of recovery time will be added to the next Section 14.03 home visit that occurs after sixty (60) days away from the home base, assignment permitting. An additional recovery day will be added at 120, 240 and 360 consecutive days on extended assignments away from home base, assignment permitting. The appropriate Regional Director, or the RD's designee (e.g., AOD or AFSD), or Department Director shall inform assigned staff when recovery time approval has been granted.

- B. AFSCME will make every effort to schedule one (1) mutually agreed upon day off during the two-week cycle for life maintenance activities for field staff on long term assignments. However, this day may be denied, if required by operational needs.
- C. Holiday Recovery Days – Employees who are on a temporary assignment that requires travel home between the Christmas and New Year's holidays will receive two recovery days to be used contiguous with the trip home, inclusive of working hours on the day before Christmas.
- D. During an extended campaign, the need for some recovery time may also occur during as well as at its conclusion.
- E. Employees who are assigned from one geographic location to another shall be granted reasonable recovery time in addition to necessary travel time.
- F. Headquarters staff on field organizing and political assignments are covered by paragraphs (A), (B), (C), (D) and (E) of this section and Appendix D of this Agreement; Section 19.02 does not apply to such assignments.

Section 19.04. Procedures.

- A. Requests for recovery time of one day or more will be in writing and submitted to the Department Director on the appropriate form. When possible, requests for recovery time shall be submitted prior to or in the early stages of an assignment. Any such requests for recovery time shall be answered promptly in writing.
- B. When requests are denied in whole or in part, management shall promptly provide the reasons for denial in writing.

ARTICLE 20

Leaves of Absence

Section 20.01. Policy.

Employees shall be granted other leaves of absence with or without pay for reasonable periods of time upon agreement with AFSCME. Other leaves for purposes of this article shall include but not be limited to: educational, political, union business, jury duty, witness (when subpoenaed), military, and personal leave.

Section 20.02. Application.

- A. Any request for a leave of absence shall be submitted in writing by the employee to their Department Director. The request shall state the specific reason the leave of absence is being requested and the approximate length of time off the employee desires. The reason shall remain confidential.
- B. Authorization, if granted, for the leave of absence shall be furnished to the employee by their Department Director, and it shall be in writing.
- C. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (e.g., family sickness or death) shall be answered before the end of the day on which the request is submitted.
- D. A request for a leave not exceeding one month shall be answered within seven (7) calendar days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) calendar days.
- E. In addition to accruing seniority while on any leave of absence granted under the provision of this Agreement, an employee shall be returned to the same or a comparable position they held at the time the leave of absence began provided that in no event the leave exceeds six (6) months.

ARTICLE 21

Compassionate Leave

- A. Employees will be allowed five (5) working days compassionate leave without loss of pay in the event of death in the immediate family or a death in the immediate family of a domestic partner, which is limited to: mother, father, mother-in-law, father-in-law, grandmother, grandfather, son, daughter, grandchild, step-parents, step-children, foster parents, spouse, sister, brother, sister-in-law, brother-in-law, any other blood relative living in the same household as the employee or the employee's domestic partner (i.e., a person with whom the employee shares a mutual residence and with whom the employee at the time of death maintains a committed relationship). In addition, necessary time off for travel purposes, as

measured by the fastest practical mode of transportation, shall be granted upon request of the employee when such additional time is warranted. Additional leave of three (3) days may be granted by the Department Director and charged against the employee's sick leave accrual.

- B. In the event an employee requests compassionate leave for an individual not included in the above list, the leave may be granted by the Department Director on a case-by-case basis. The amount of such leave may not exceed the leave provided under Section A, above. The denial of the request may be appealed to the Director of Human Resources. but is not subject to the grievance procedure.

ARTICLE 22

Parental Leave

Upon written request to the Human Resources Department, AFSCME shall grant employees with one or more years of service, paid parental leave not to exceed eight (8) weeks in addition to parental leave of six (6) months without pay and employees may use sick and or vacation time in lieu of being unpaid. Such paid parental leave shall be used within six months of the birth or placement of an adopted child, in at least one (1) week increments. Health insurance benefits will continue to be provided during the paid and unpaid parental leave at the same rate as in effect before the leave was taken. The employee is required to notify AFSCME in writing one (1) month after the birth of the child if the employee intends to return to work and the date of such return.

Employees who comply with the above will be guaranteed to return to the same or equivalent job held at the time of taking parental leave, at the same rate of pay, without loss of seniority, plus any pay increases given their classification during the parental leave.

ARTICLE 23

Job Classification, Salary and COLA

Section 23.01. Job Classification Salary.

- A. Effective July 1, 2023, all salary ranges (minimum and maximum) and each step within each salary range will increase by 4%. Such rates will be indicated on the AFSCME/USU Wage Schedule (Appendix A-1). This increase will also apply to all personnel beyond the maximum of their salary range.
- B. Effective July 1, 2024, all salary ranges (minimum and maximum) and each step within each salary range will increase by 3.5%. Such rates will be indicated on the

AFSCME/USU Wage Schedule (Appendix A-2). This increase will also apply to all personnel beyond the maximum of their salary range.

- C. Anniversary Date Progression: An employee's original anniversary date in a job classification shall be used to determine the timing of pay step increases.

OIT Six (6) Month Progression:

- A. Each OIT shall receive the appropriate increase upon six (6) months of employment as outlined below:
 - 1. An OIT hired at the minimum salary outlined in the appropriate Appendices shall receive the appropriate six (6) month increase as outlined in the respective Appendix.
 - 2. In the event an Organizer-in-Training is hired above the minimum salary consistent with the appropriate Appendix at the end of six (6) months of employment, the OIT shall receive the appropriate six (6) month rate, or shall have their salary increased by \$1,200, whichever is greater.
- B. Employees who transfer from one salary range to a higher range shall move at a minimum to a salary in their new salary range equal to at least one full step of their current salary range. Time in service in the new range shall determine future step increases.
- C. Effective upon ratification of this agreement, employees who were previously hired below the minimum of their salary range will be brought up to their appropriate salary step.
- D. Differences or disputes on job classification matters not resolved may be appealed through the Job Classification Appeal Procedure appended to this contract as the Letter of Agreement dated July 15, 1997 (Appendix E). These appeals are only subject to the alternative mediation procedure.
- E. The salary grades referred to in this section are attached for informational purposes as Appendix A-1 and A-2.

Section 23.02. Direct Deposit of Payroll/Expense Checks.

AFSCME's payroll periods are the first day of the month through the 15th day of the month and the 16th day of the month through the last day of the month. All employees shall apply for direct deposit and shall be paid twice monthly on dates that coincide with the end of the payroll period.

Section 23.03 Bilingual Language Pay

Upon pre-approval, AFSCME agrees to pay a differential of \$100 per month for oral or written proficiency (including text messages) to any employee who is required in the course of their assigned duties to use a second language; provided however, such an

employee demonstrates oral proficiency and/or written proficiency in the second language required.

Any dispute concerning AFSCME's determination of an employee's proficiency in a second language shall be resolved through an employee's request to be tested by a qualified person using a standardized test.

ARTICLE 24

Severance Pay

Section 24.01. Severance Pay for Employees Hired on or before December 31, 1996.

Severance pay shall be paid at the rate of two (2) weeks pay for each year of service with AFSCME. Payment shall be made at the time of separation from AFSCME.

Section 24.02. Additional Severance Pay.

See Appendix B, "Memorandum of Understanding" dated August 24, 2009 between USU and AFSCME.

Section 24.03. Computation of Severance Pay.

For the purposes of this Article, only service within a bargaining unit represented by USU, as defined in Article I of this Agreement, shall be counted in computing an employee's length of service and entitlement to severance pay. An employee's entitlement to severance pay, if any, shall not arise until the employee leaves the employment of AFSCME.

Section 24.04. Severance Pay for Employees Hired on or after January 1, 1997.

Employees hired on or after January 1, 1997, shall be entitled to receive severance pay only in the event of a layoff. For the purposes of this provision, the term "hired" includes both "new hires" and those who are promoted or transferred into a USU bargaining position from employment elsewhere in AFSCME.

Severance pay shall be earned at the rate of one (1) week's pay for each full year of service within a bargaining unit represented by USU; provided, however, that no employee shall be entitled to receive more than ten (10) weeks of severance pay regardless of the number of service years.

ARTICLE 25

Pension, Health, Prescription, Short-Term and Long-Term Disability, and Additional Benefit Information

Section 25.01. Maintenance of Benefits.

- A. AFSCME shall post information on all available pension, health care, life insurance, short-term disability, long-term disability, and 401(k) plan provisions on IU Connect.
- B. The existing benefits in the pension, health and life insurance and long- and short-term disability plans shall not be reduced during the life of this Agreement, provided that the Employer may revise such programs in order to maintain them in conformity with applicable law (Appendix G).
- C. AFSCME agrees to work jointly with USU in addressing difficulties associated with health insurance claims where those difficulties were not resolved between the employee and the AFSCME Human Resources Department.

Section 25.02. Negotiations of Changes.

In the event that changes required by law result in a change in employee benefits, AFSCME will discuss the change with USU prior to implementation.

Section 25.03. Optical and Dental Plan.

- A. AFSCME shall provide vision care coverage for all employees in the USU bargaining unit. Such plan shall provide minimum coverage to employees and dependents, with the following maximum allowances.

Vision Charges

- 1. Eye examinations performed by a licensed optometrist or ophthalmologist.
- 2. Lenses and contacts prescribed by such persons; combined costs not to exceed maximum allowance.
- 3. Frames purchased in conjunction with lenses newly prescribed by such persons, but not more than provided in the maximum allowances as follows:

<u>Services</u>	<u>Maximum Allowance</u>
Examination	\$80.00 once per 12-month period
Lens (pair) or Contacts (pair)	Paid once per 12-month period
Single Vision RX	\$100.00
Bi-Focal or Tri-Focal	\$120.00
Lenticular	\$120.00
After cataract surgery	\$144.00
Visual acuity not correctable	\$144.00
Frames	\$100.00 once per 24-month period

3. The employee must be receiving and complying with the appropriate care and treatment for the sickness or injury.
4. If approved by the insurance company, the employee will receive 60% of their wage rate, as set forth in Appendix A-1 or A-2. In the event an employee has exhausted their accrued leaves, the employee will receive 80% of their wage rate.
5. To receive the short-term disability benefit, the employee must have been disabled 21 days or more and have been approved for FMLA leave. Short term disability payments would thereafter be made and may continue for twenty-three (23) weeks.
6. At their option, an employee may choose to use their accrued sick leave in daily increments in lieu of short-term disability payments during the twenty-three (23) week period they are eligible to receive short-term disability benefits.
7. If an employee is participating in an approved rehabilitation program and/or treatment, as defined by AFSCME's insurance carrier, the employee will receive an increase in their benefit of ten percent (10%) while in rehabilitation and/or treatment.
8. AFSCME shall provide a maximum of six (6) months group medical, prescription, dental and vision benefits. If additional coverage is required, it will be paid for by the employee.
9. If, after receiving a weekly benefit, an employee returns to work for a period of sixty (60) days or less, then becomes disabled again due to the same condition, they will not have to complete a new elimination period.
10. The provisions of the insurance policy will govern all questions of initial and continuing eligibility, and the payment due to the employee.

Section 25.07. Long-Term Disability.

AFSCME shall provide for all USU bargaining unit employees a long-term disability plan with the following provisions:

1. Employment is full-time and employees who have completed six (6) months of full-time service.
2. Employee is disabled for a minimum of 180 days.
3. Benefit to pay 60 percent of basic salary.
4. Maximum monthly benefit of \$8,000.00.
5. The "Maximum Benefit Duration" is the greater of:
 - a. Pursuant to Table 1 (Appendix H) of the AFSCME's Long-Term Disability Plan, which provides a range of benefits on a sliding scale

from a 60-year-old disabled person receiving benefits to age 65, to a 69 and over year-old person receiving twelve (12) months of benefits.

- b. Table 2 is the employee's normal retirement age, as defined by the Social Security amendments of 1983.
- c. See Appendix I, "Amendment to AFSCME Employees Pension Plan," for further information.

Section 25.08. Pension Contributions and Multiplier.

Effective January 1, 2020,

- A. Bargaining unit employee contributions to the Pension Plan continue unchanged at a rate of 6%.
- B. Normal retirement age is 65. Employees may retire as early as age 55 and receive a reduced benefit. Employees with 20 years of service may retire between ages 55 and 59 without a benefit reduction on their benefits accrued prior to January 1, 2020 or between the ages 60 and 64 without a benefit reduction.
- C. For all benefits accrued on and after January 1, 2020, the multiplier will be 2.2% of the three-year average salary. For all benefits accrued on and after January 1, 2021, the multiplier will be 2.1% of the three-year average salary.
- D. All bargaining unit employees who are participating in the Pension Plan, will begin making contributions to the Pension Plan on the first anniversary of their initial employment.
- E. AFSCME will work to defeat any negative change to or the repeal of the current law that permits using a 25-year average of the corporate bond rate to determine the Plan's discount rate.

Section 25.09. Additional Health Benefit Information.

Health Benefits

- a. "Telemedicine" benefit – no cost to the employee, connects members to doctors via mobile devices to avoid high-cost ER charges.
- b. Primary Care Physician & Specialty Care Physician – \$20 (In-network)
- c. Calendar year Individual/Family deductible
 - i. In network – individual/family \$100/\$200
 - ii. Out of Network – individual/ family \$400/\$800and maximum out of pocket costs:
 - i. In network – \$500 individual/\$1000 family
 - ii. Out of network – to \$1,500 individual /\$2,500 family
- d. Cigna Step Therapy Program
- e. Cigna Health Matters Care Management Preferred Program

Section 25.10. Coordination with Leave Funds.

If an employee may be eligible for a paid leave benefit through a centralized fund created under federal, state or local laws, AFSCME may require the employee to apply for such benefit. If the employee is eligible, AFSCME may deduct the amount of the centralized fund benefit from any AFSCME paid leave benefit so that the total centralized fund/AFSCME benefit shall not exceed 100% of the employee's base salary.

The process for applying for and disbursement of a paid leave benefit may vary by centralized fund. AFSCME shall provide employees information concerning application to the fund in a timely fashion.

Any centralized fund benefit shall run concurrently with existing AFSCME paid or insured leave benefits.

AFSCME will deduct employee contributions or taxes from employee wages as required to comply with any newly enacted paid leave benefit created under federal, state or local laws.

Due to the rapidly changing nature of paid leave laws and required coordination with generous AFSCME paid leave benefit policies; the parties, upon mutual agreement may seek to modify this provision.

ARTICLE 26

Expense Reimbursement Policies

Section 26.01. Withholding of Taxes.

Appropriate federal, state, and local taxes will be withheld from reimbursed expenses in compliance with appropriate law.

Section 26.02. Monthly Expense Allowance and Per Diem.

The monthly expense allowance for field staff shall be \$300, \$80 of which is for the purchase of a cell phone plan that includes data and messaging; cell phones must be "smart" phones.

The overnight per diem for Field staff shall be \$15.00 over the federal base (currently \$59.00) and overnight per diem for Headquarters staff shall be \$24.00 over the federal base (currently \$59.00).

Day-of-return per diem shall be paid to all Headquarters staff at the rate of \$8.00 less than the federal base.

Day-of-return per diem shall be paid to all Field Staff at a flat rate of \$25.00.

Headquarters employees who are assigned to work away from their normal work place for all or a preponderate portion of the work day (e.g., a day trip to Chicago or New York) shall be entitled to a day-of-return per diem even though the assignment did not require an overnight stay. Short term assignments or trips in the Washington Metropolitan Area (e.g., to Capitol Hill, federal buildings, local hotels) shall not qualify for the day-of-return per diem.

Absent unusual circumstances, a Headquarters employee working away from the office, pursuant to an approved "T&A" form, will receive the "day-of-return" benefit.

Section 26.03. Automobile Allowance and Expenses.

- A. AFSCME shall pay automobile allowance of \$530 per month to Field staff, payable at the first of each month in accordance with existing policy. The end-of-the-month direct deposit shall include payment for the following month's auto allowance. Vehicles must be no older than nine (9) years in order for the employee to be eligible to receive the monthly auto related allowances, including oil, gas and insurance. New hires will receive the automobile allowance during their probationary period, but at the end of their probationary period, they will be subject to all the requirements of this Section.
- B. Employees in the headquarters bargaining unit are not eligible to receive the automobile allowance, but will be compensated for AFSCME business related mileage at a rate equal to the IRS mileage reimbursement rate then in effect.

- C. Payment of automobile allowance and mileage for OITs is conditioned upon submission of the following:
1. Proof of ownership, or a valid personal vehicle lease/rental agreement, in the name of the employee; and
 2. Valid insurance policy on such vehicle, which complies with AFSCME's current automobile policy. Automobile allowance or mileage (as appropriate) shall be paid to all eligible employees who have furnished the above documentation. Employees who are not in compliance with the above are given sixty (60) days from the date of implementation of this contract to submit the missing data. Failure to submit the missing documentation within this sixty-day period may result in forfeiture of any claim to retroactive payment of automobile allowance or mileage and automobile insurance reimbursement.

Payment of automobile allowance or mileage shall continue as long as documentation regarding automobile ownership/personal lease or rental agreement and insurance remain current.

However, for OITs, no auto allowance or insurance reimbursement shall be provided if an OIT is provided with a rental car for the assignment during their training period. AFSCME will provide a rental car if the assignment is more than 1,000 miles from their home base. If an OIT does not qualify for the automobile allowance and uses their personal vehicle, the OIT will receive mileage at the current IRS rate.

- D. Additional Automobile Reimbursement.

AFSCME shall reimburse those employees entitled to receive automobile allowance for the purchase of one set of tires during the lifetime of this contract, provided 40,000 business miles have been driven. Upon submission of proof of purchase, employees shall be reimbursed the actual expense of such tires, up to a maximum of \$400. To receive the allowance for tires, an employee must purchase tires identified as union made on the United Steelworker's Website.

AFSCME shall also reimburse such employees for excess mileage driven in the conduct of AFSCME business. An employee shall be entitled to an annual payment of \$530 during each year the employee drives in excess of 20,000 business miles.

- E. All employees on long- term travel assignments away from their home base will be eligible for direct billing, if available.

Section 26.04. Insurance Coverage.

AFSCME agrees to continue the current policy of reimbursement on automobile insurance subject to provisions contained in Section 26.03.

Section 26.05. Expense Report Procedures.

- A. Employee expense reports shall be submitted on a timely basis in accordance with established accounting procedures. Generally, payments will be audited, input and paid within five to seven (5-7) business days of receipt in Accounting. An employee's receipt of expense reimbursement under this procedure shall be subject to post payment approval and audit.
- B. Expenses will be reimbursed in accordance with AFSCME policy. See AFSCME Travel Policy and Reimbursement Guidelines available on IU Connect.
- C. AFSCME will notify USU no less than thirty (30) days in advance of any changes in expense report procedures.

Section 26.06. Travel Advances.

AFSCME shall provide travel advances to employees, upon request and approval, to cover anticipated out-of-town, overnight expenses to be incurred in the performance of duties. Said advances must be reported on the employee's next expense report and no later than thirty (30) days after receipt. Subsequent advances will not be provided until expense reports for outstanding advances have been submitted.

Section 26.07. Credit Card.

AFSCME shall make available a credit card for employee's use for purposes of business. At AFSCME's option, it may provide direct billing of rental cars or temporary long-term housing.

Section 26.08. Headquarters Unit- Metro Transit Pre-Tax Benefit and Parking Benefit.

AFSCME has supported reducing commuting expenses for Headquarters employees by allowing employees to reduce their taxable commuting expense. Accordingly, and consistent with federal regulations, AFSCME agrees to maintain the current pre-tax, salary deduction program covering Metro and certain other Washington, DC transit systems (currently called "SmartBenefits Commuter Benefits Program") and parking expenses for Headquarters employees during the term of this Agreement.

AFSCME will match dollar for dollar a participating headquarters-based employees' pre-tax payroll deductions for the use of a Metro SmartTrip card, up to \$90 per month.

Employees may deduct the maximum allowed by federal regulations for placement on a SmartTrip card, but AFSCME's match shall not exceed \$90 per month.

Section 26.09. Cell Phone Allowance.

Headquarters employees performing duties requiring the use of a personal cell phone to conduct AFSCME business, as determined by the appropriate Department Director, shall receive a monthly allowance of \$80.00, which is for the purchase of a cell phone plan that

includes data and messaging. Employees eligible for this allowance shall provide their immediate supervisors with their cell phone number. Cell phones must be "smart" phones.

ARTICLE 27

Bulletin Boards

AFSCME agrees to provide space in each principal work area for the use by USU for posting pertinent USU information, which shall not advocate a course of action contrary to the provisions of this Agreement, nor shall it contain information of a derogatory or inflammatory nature.

ARTICLE 28

Harassment, Intimidation, Domestic Violence and Retaliation

1. AFSCME is committed to providing a safe, respectful and inclusive work environment that is free from sexual harassment or other discriminatory harassment or retaliation. No employee shall be subject to discriminatory harassment or retaliation. AFSCME shall investigate and take appropriate disciplinary action up to and including discharge when an employee is subject to discriminatory harassment, including sexual harassment by a supervisor or other employee.

AFSCME will be responsible for maintaining a working environment that is free of sexual and other discriminatory harassment.

2. Employees shall be treated in a manner which does not demean their dignity. No employee will be addressed with words or actions that either directly or indirectly imply a threat to physical or mental well-being. Shouting in an angry or threatening manner, or making direct statements intended to threaten or intimidate shall be considered misconduct. AFSCME shall take appropriate disciplinary action to correct this behavior.
3. AFSCME is committed to protecting employees who are or have been subject to domestic violence, sexual offense or stalking ("DVSOS"). "Domestic violence" is a pattern of abusive behavior that is used by one partner to gain or maintain power and control over another intimate partner, dating partner or family member. AFSCME will provide reasonable accommodations to victims of or family members of victims of domestic violence when it is necessary to ensure the employee's security and safety, unless the accommodation will cause AFSCME undue hardship. Employees who engage in DVSOS are subject to discipline, up to and including discharge. AFSCME policy will provide procedures for addressing DVSOS, AFSCME will include the DVSOS policy on IU Connect and will provide all new employees a copy of the DVSOS policy.

4. AFSCME will not retaliate or otherwise discriminate against employees who in good faith make allegations of discriminatory harassment, threats to their well-being or DVSOS.

ARTICLE 29

AFSCME Rights

AFSCME retains the sole right to manage its affairs, including the right to decide the number and locations of its offices; the method of operation; to maintain order and efficiency in its offices and operations; to hire, lay off, assign, transfer and promote employees subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

ARTICLE 30

Labor-Management Committee

There will be a Labor Management Committee established to discuss any differences or disputes on matters other than those referred directly to the grievance procedure. This Committee shall consist of no more than four (4) members designated by USU and no more than four (4) members designated by AFSCME. Each party wishing to bring matters before the Committee must submit an agenda to the other party not less than fourteen (14) calendar days before the meeting. Such meetings shall be held at the request of either party but no more often than bi-monthly and at a mutually agreeable time.

ARTICLE 31

Waiver of Bargaining During Contract Term

Section 31.01. Scope of Waiver.

AFSCME and USU, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject of matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 31.02. New Matters Not Waived.

Nothing contained herein shall be interpreted as precluding the right of the parties to negotiate on matters which develop after the entering into of this contract and which have not heretofore been bargained upon as a result of the unilateral change by AFSCME in wages and working conditions.

ARTICLE 32

AFSCME Tuition Assistance Program

AFSCME encourages the continuous growth and development of its employees to assure a trained and engaged workforce whose abilities are fully utilized. To this end, supervisors and employees may work together to identify education for skills needed to pursue career advancement, through the Tuition Assistance Program (TAP).

AFSCME encourages employees interested in pursuing education in support of career advancement to utilize TAP, as described in the AFSCME policies.

In further awareness of the TAP policy, AFSCME will publicize the program internally through its staff newsletter and electronic communications. AFSCME and USU agree that career development and training is an appropriate topic for the Labor/Management Committee and will be discussed to identify concrete opportunities for training for both Headquarters and Field staff and in an effort to resolve any obstacles to advancement through training.

ARTICLE 33

Electronic Payroll Information and Direct Deposit

All payroll voucher information is available electronically through the ADP portal on IU Connect. This information includes:

- Gross Wages for pay period;
- Year-to-date gross wages;
- Federal, State and Local taxes paid for pay period;
- Federal, State and Local taxes paid year-to-date;
- Social Security deducted in pay period;
- Social Security deducted year-to-date;
- Pension contribution deducted in pay period;
- 401(k) Plan contribution deducted in pay period;
- 401(k) Plan contribution year-to-date.

ARTICLE 34

Affirmative Action and Cultural Diversity

Section 34.01. Statement of Intent

AFSCME and USU are committed to a firm policy of non-discrimination in all aspects of employment, including recruiting, hiring, placement, training, transfers, promotion, demotion, termination, layoff, re-call, compensation, benefits and the use of facilities as to race, creed, color, religion, national origin, disability, marital status, veteran status, sexual

orientation, gender identity, ancestry, parental status, political activity, sex, age, or union activity. Therefore, the parties to this Agreement support affirmative action.

Section 34.02. Affirmative Action Plan.

AFSCME and USU agree Affirmative Action plans and implementations are a proper subject for labor management meetings.

AFSCME's Affirmative Action Compliance Officer will meet with USU's designated representatives when a report is issued to review Affirmative Action Plan developments and implementation.

Section 34.03. Cultural Diversity.

AFSCME recognizes that it has a culturally diverse workforce and that cultural diversity awareness is an integral part of the annual Affirmative Action planning. Therefore, AFSCME shall provide cultural diversity programs for its workforce, including all USU-represented employees and agrees that cultural diversity is a proper subject for labor management meetings.

ARTICLE 35

Job Descriptions

AFSCME agrees to provide USU with copies of all job descriptions. Additionally, AFSCME agrees to notify USU of any changes in job descriptions and to provide copies of those modified job descriptions (Appendix J).

ARTICLE 36

Health and Safety

AFSCME agrees to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods.

AFSCME acknowledges its responsibility to provide a safe working environment in accordance with the provisions of applicable law and agrees this is a proper subject for labor/management meetings.

The parties acknowledge that USU maintains a health and safety committee. The labor management committee may consider suggestions from the USU health and safety committee.

ARTICLE 37

No Strike/No Lockout Clause

Section 37.01. No Strike Clause.

USU agrees during the life of this Agreement that it will not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through a slowdown, strike, work stoppage or other job action.

Section 37.02. No Lockout Clause.

AFSCME agrees during the life of this Agreement that it will not lock out any or all employees.

ARTICLE 38

Savings Clause

Should any article, section or portion thereof be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to hold themselves available to negotiate a substitute for the invalidated article, section or portion thereof. The remaining parts of provisions shall remain in full force and effect.

ARTICLE 39

Successorship

AFSCME agrees that in the event of a merger or consolidation with another International Union or National Union the terms and conditions of this Agreement shall continue to apply to USU and the USU bargaining units, except to the extent that the law provides to the contrary.

It is the intent of the parties that the terms and conditions of this Agreement shall be binding on the successor International Union or National Union to the extent permitted by law.

ARTICLE 40

Term of Agreement

This Agreement, as amended, shall remain in effect from July 1, 2023 through June 30, 2025. It is agreed that this Agreement shall be automatically renewed from year to year, unless either party gives notice in writing to amend or terminate to the other party at least sixty (60) calendar days, but no more than one-hundred-eighty (180) calendar days prior to the expiration date.

It is further agreed that Article 24, Sections 24.01, 24.02, and 24.03 covering severance pay for USU bargaining unit members hired on or before December 31, 1996, shall not be reopened in any negotiations for a successor Agreement unless both parties mutually agree to renegotiate these specific sections of the Agreement.

APPENDIX A-1

AFSCME/USU WAGE SCALE

**7/1/2023
4% Increase**

GRADE	5	6	7	8	9A	9	10
STEP 1	57,881	70,624	76,301	82,357	76,301	89,150	96,484
STEP 2	65,498	72,559	78,389	84,609	79,212	91,598	99,129
STEP 3	67,297	74,542	80,542	86,929	82,228	94,103	101,848
STEP 4	69,136	76,588	82,746	89,307	85,359	96,683	104,641
STEP 5	71,034	78,683	85,011	91,758	88,620	99,336	107,509
STEP 6	72,980	80,839	87,343	94,271	91,995	102,054	110,451
STEP 7	74,976	83,058	89,736	96,854	95,500	104,853	113,476
STEP 8	77,032	85,336	92,200	99,507	99,140	107,721	116,586
STEP 9	79,142	87,669	94,722	102,230	102,920	110,679	119,778
STEP 10	81,309	90,073	97,320	105,039	106,842	113,705	123,059
STEP 11	83,539	92,542	99,985	107,914	110,917	116,817	126,433
STEP 12	85,828	95,073	102,725	110,871	115,146	120,026	129,895
STEP 13	88,177	97,685	105,538	113,905	119,532	123,309	133,458
STEP 14	90,594	100,359	108,428	117,029	124,091	126,688	137,113
STEP 15	93,078	103,109	111,405	120,233	129,159	130,165	140,872
STEP 16	95,627	105,934	114,451	123,530	133,734	133,734	144,731

Organizer-in-Training

Starting Salary
49,559

6 Month Increase
51,156

APPENDIX A-2

AFSCME/USU WAGE SCALE

7/1/2024 3.5% Increase

GRADE	5	6	7	8	9A	9	10
STEP 1	59,907	73,096	78,972	85,239	78,972	92,270	99,861
STEP 2	67,790	75,099	81,133	87,570	81,984	94,804	102,599
STEP 3	69,652	77,151	83,361	89,972	85,106	97,397	105,413
STEP 4	71,556	79,269	85,642	92,433	88,347	100,067	108,303
STEP 5	73,520	81,437	87,986	94,970	91,722	102,813	111,272
STEP 6	75,534	83,668	90,400	97,570	95,215	105,626	114,317
STEP 7	77,600	85,965	92,877	100,244	98,843	108,523	117,448
STEP 8	79,728	88,323	95,427	102,990	102,610	111,491	120,667
STEP 9	81,912	90,737	98,037	105,808	106,522	114,553	123,970
STEP 10	84,155	93,226	100,726	108,715	110,581	117,685	127,366
STEP 11	86,463	95,781	103,484	111,691	114,799	120,906	130,858
STEP 12	88,832	98,401	106,320	114,751	119,176	124,227	134,441
STEP 13	91,263	101,104	109,232	117,892	123,716	127,625	138,129
STEP 14	93,765	103,872	112,223	121,125	128,434	131,122	141,912
STEP 15	96,336	106,718	115,304	124,441	133,680	134,721	145,803
STEP 16	98,974	109,642	118,457	127,854	138,415	138,415	149,797

Organizer-in-Training

Starting Salary
51,294

6 Month Increase
52,946

Appendix B (CONTINUED)
MEMORANDUM OF UNDERSTANDING ON ADDITIONAL SEVERANCE

No.	Last Name	First Name	Seniority Date	Seniority Years (7/1/19)
	20-29 Years (3)			
1	Bastianelli	Fatima	7/11/1994	25

**APPENDIX C
ORGANIZER II**

7/22/10

American Arbitration Association

AAA Case No. 16-300-00638-09

(USU Grievance No. 471)

Settlement Agreement

Whereas, USU Grievance No. 471 concerned the "Organizer Job Series" represented by USU; and

Whereas, the "Organizer Job Series" currently consists of an entry level training classification (Organizer-in-Training) and three (3) permanent job classifications: Organizer (USU Grade '5); Journey Organizer (USU Grade 9A); and Lead Organizer (USU Grade 9);

Whereas, this structure has been in place for more than 10 years; and

Whereas, the parties agree that it is now timely and appropriate to review the structure of the job series and the process by which Organizers are selected for higher level positions in the job series;

Therefore, it is agreed that all issues arising out of or in connection with USU Grievance No. 471 are resolved as follows:

A. Structure and Opportunity for Career Ladder Promotions

1. Effective July 1, 2010, AFSCME will establish a new permanent job title in the Organizer Job series to be known as "Organizer II". This title will be placed at Grade 7 on the USU pay scale.
2. Promotion to "Organizer II" shall be available on a non-competitive basis to any Organizer with at least 5 years satisfactory performance¹ as a Grade 5 Organizer, consistent with the following procedure:
 - a. Beginning in January 2011, employees serving in their fifth year as an Organizer may request promotion to Organizer II. Such request may be submitted once each year during the 30-day period preceding their 5th year anniversary date. Organizers with more than five years of service as an Organizer on or before January 1, 2011, may submit a request for promotion to Organizer II on or before January 31, 2011.

¹Satisfactory performance will be found absent any documented record of disciplinary action or unsatisfactory performance in an employee's personnel file in the year preceding the request.

**APPENDIX C (CONTINUED)
ORGANIZER II**

7/22/10

- b. This request shall be granted provided the applicant has a record of satisfactory performance as an Organizer and has demonstrated a capacity to undertake more difficult organizing assignments. If the Organizer does not have a satisfactory record of performance as an Organizer, the Organizer may re-apply after a year of satisfactory performance.
 - c. Section 7.02 (Trial Period) shall be applicable to these non- competitive promotions.
3. Nothing herein shall preclude AFSCME from posting and filling Grade 7 Organizer II vacancies through its normal selection procedures.

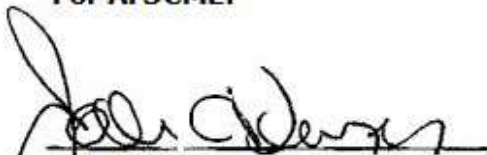
B. Organizer Job Series — Progression and Selection

As provided In the May 3, 2010 order (copy attached) AFSCME and USU representatives will meet to discuss current progression and selection procedures for the Organizer series.

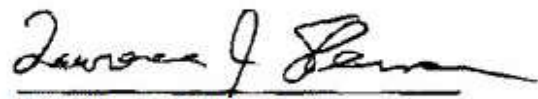
It is agreed that these discussions will be included as an agenda item on the Labor Management Committee meeting scheduled for July 22, 2010.

Agreed to this 22nd day of July 2010 by AFSCME and USU.

For AFSCME:


John C. Dempsey
Attorney for AFSCME

For USU:


Lawrence J. Sfleiman
Attorney for USU

Attachment: Arbitrator Kaplan Order (5/3/10)

APPENDIX D
JOINT STATEMENT OF INTENT TO PROTECT WEEKEND HOME VISITS AND
EXTENDED FIELD ASSIGNMENTS

AFSCME and USU jointly agree that:

(1) One of our primary goals in staff management is to preserve family and personal time home for field staff

(2) When our mission prevents the preservation of time home, we agree that staff need clear expectations and advance notice about when and how they may use recovery time in order to make personal and family plans

Protect travel for weekends home.

- Alternative work schedules must be considered first over the loss of travel home.
- Field staff will not forfeit travel home due to operational needs without advance review and approval from their Department Director.
- Designate a USU liaison to work with Department representatives prior to large deployments of staff to review mission, schedules and expectations.
- AFSCME will be available to meet periodically with the USU liaison to review and help address specific problems that arise with scheduling of weekends home.
- In the case of a missed weekend home, staff should be able to plan additional alternative time off.
- If an employee's weekend home is cancelled due to operational needs, the employee will have two (2) recovery days added to an approved weekend home within the next 60 days.
- We will guarantee clear expectations of recovery time by approving recovery days up front when additional work is assigned. Staff will be able to request and schedule recovery days at the time they are being assigned to work requiring a missed weekend home.
- Additionally, if an employee demonstrates that his/her air travel home is disrupted by weather or mechanical failure, for a period greater than six (6) hours, upon submission of acceptable evidence to their director, an employee may be granted an additional, mutually agreed to recovery day.
 - a. Field assignments requiring extensive efforts above the norm, as often occurs in representation election campaigns and political elections shall give rise to recovery time of one (1) day or more depending on the intensity and duration. The appropriate Regional Director or the RD's designee (e.g. AOD or AFSD) shall inform assigned staff when recovery time approval has been granted.
 - b. During an extended campaign, the need for some recovery time may also occur during, as well as at conclusion.
 - c. Employees who are assigned from one geographic location to another shall be granted reasonable recovery time in addition to necessary travel time.

APPENDIX D (CONTINUED)
**JOINT STATEMENT OF INTENT TO PROTECT WEEKEND HOME VISITS AND
EXTENDED FIELD ASSIGNMENTS**

- d. Headquarters staff on extended field organizing and political assignments are covered by paragraphs (a), (b), and (c) of this section.

Many of our challenges each year involve political campaigns. USU and AFSCME will work jointly to coordinate and communicate mission and expectations around deployments to political campaigns for all staff.

- Political Action will designate a representative to meet with the USU liaison when large deployments are planned involving multiple departments to review schedules, weekends home rotations and recovery time.
- Departments will pre-approve recovery days once a schedule is determined so staff can plan personal time after the campaign.
- Political Action will attempt to utilize alternative work schedules to reduce the length of the “all hands on deck” GOTV period.

APPENDIX E
JOB CLASSIFICATION APPEALS



AFSCME

American Federation of State, County and Municipal Employees, AFL-CIO

1625 I Street, N.W., Washington, D.C. 20036-5687

Telephone (202) 429-1000

Telex 89-2376

Facsimile (202) 429-1293

TDD (202) 659-0446

July 15, 1997

LETTER OF AGREEMENT

JOB CLASSIFICATION APPEALS

It is agreed between AFSCME and USU that AFSCME will continue the current Job Classification Appeals procedures.

Employees wishing to appeal their classification placement level with the AFSCME/USU pay plan must submit their request directly to their department director in writing.

The department director must submit in writing to the President of AFSCME the justification, or lack of justification, for the appeal within thirty (30) days. Simultaneous with the documentation of the appeal being sent to the President, a copy of all materials will be sent to the employee and to the President of USU by the department director.

In preparing the justification for appeal, the department director will compare the appealed job(s) to other jobs in their department, and/or other departments, relating job knowledge, decision making, work environment, or other explicit relevant classification criteria.

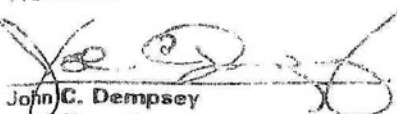
USU may support any appeal in writing directly to the President of AFSCME.

The President of AFSCME will render decisions on appeals within thirty (30) days of the receipt of the appeal from the department director. A copy of the President's decision, and justification for the decision, will be forwarded to the employee and to the President of USU.

When an appeal is agreed and approved for reclassification, the effective date will be the date in which the President's office agreed to the reclassification.

If an appeal takes more than sixty (60) days for approval, then the effective date will be the date that the appeal was submitted to the President's office.

Job classification appeals are only subject to the Alternative Mediation Procedure.


John C. Dempsey
Chief Negotiator


Randall Melancon
Chief Negotiator
For USU

Gerald W. McInnee
President

William Lacy
Secretary-Treasurer

Vice Presidents

Ronald C. Alexander
Columbus, Ohio

Dominic J. Badolalo
New Britain, Conn.

Henry L. Bayer
Chicago, Ill.

Peter J. Benner
St. Paul, Minn.

George Boncoraglio
New York, N.Y.

Gloria C. Cobbin
Detroit, Mich.

W. Faye Cole
Houston, Texas

Jan Cordeman
Des Moines, Iowa

Bruno Dellana
Pittsburgh, Pa.

Albert A. Diep
New York, N.Y.

Danny Donohue
Albany, N.Y.

Chris Dugovich
Everett, Wash.

William T. Endsley
Columbus, Ohio

Stephan R. Fantuzzo
Indianapolis, Ind.

Anthony M. Giugliotta
Rochester, N.Y.

Stanley W. Hill
New York, N.Y.

Carolyn J. Holmes
Williamstown, N.J.

Whitney L. Jackson
Derry, N.H.

Edward J. Keller
Harrisburg, Pa.

Roberts Lynch
Chicago, Ill.

Glenard S. Middleton, Sr.
Baltimore, Md.

Michael D. Murphy
Madison, Wis.

Henry Nicholas
Philadelphia, Pa.

Dumell K. Okata
Honolulu, Hawaii

George E. Popyas
Belmont, Calif.

Joseph R. Ruppel
Columbus, Ohio

Harvey J. Sachner
Pomona, Calif.

Mary E. Sullivan
Albany, N.Y.

Flore Walker

APPENDIX F
Field Data Coordinator Job Classification

AFSCME and USU agree that at USU's request, the parties will meet and discuss the job classification of Field Data Coordinator and other classifications.

USU and AFSCME will meet and discuss the job classification of Field Data Coordinator and other job classifications within two weeks of the date of ratification of the tentative agreement.

**APPENDIX G
LETTER OF AGREEMENT**

Section 25.01 B – Maintenance of Benefits

AFSCME AND USU agree that during the life of this Agreement the provisions of the group health insurance plan pertaining to the continuation of medical insurance after retirement (pages 47-48 of the group health plan booklet posted on AFSCME Connect) shall be administered in accordance with the revision shown below and that the benefit provided by this revision shall not be reduced during the life of this Agreement.

CONTINUATION OF MEDICAL INSURANCE AFTER RETIREMENT

Coverage for a spouse, upon the death of the AFSCME retiree, will continue until the spouse:

- a) remarries;
- b) becomes employed (and eligible to be covered by a group health insurance plan);
- c) reaches age 65; or
- c) death.

Revised Eligibility for Retiree Health Insurance

Effective September 1, 2005, the age and service requirement set forth in no. 3 (pg. 55) is modified as follows:

Current Policy	Revised Policy (01/01/06)
Age 55 to 64 and 10 year of service	Change to 20 years of service
Age 65 and 10 years of service	No Change

APPENDIX H
LONG-TERM DISABILITY BENEFIT TABLES

Table 1. Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Benefit Duration</u>	<u>Age When Disability Begins</u>	<u>Benefit Duration</u>
Less than 60	To age 65	65	24 months
60	60 months	66	21 months
61	48 months	67	18 months
62	42 months	68	15 months
63	36 months	69 and over	12 months
64	30 months		

Table 2. Social Security Normal Retirement Age

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

NOTE: The "Benefit period" is the period of time following the elimination period during which benefits are payable. A benefit period shall end on the earliest of the following dates:

- When the disability ends;
- When the employee dies; or
- When the employee reaches the "Maximum Benefit Duration," as shown above

APPENDIX I

AMENDMENT

“AFSCME Employees Pension Plan”

Section 7.05 (b).

Disability Benefit

The Disability Retirement Benefit shall be computed as a Normal Retirement Benefit on the basis of the participant's Average Final Compensation and Service for Benefit Accrual at the time of Disability Retirement; except if Disability Retirement occurs prior to the Participant's 55th birthday and prior to completion of twenty (20) years of benefit accrual service, the Disability Retirement Benefit shall be computed on the basis of the Years of Service for Accrual the participant would have earned had service continued to the Participant's 55th birthday, or until the Participant would have accrued twenty (20) full years of Service for Benefit Accrual, whichever comes first.

Any amount which may be paid or payable on account of disability to the Participant or dependents as the result of premiums, taxes or contributions paid by the Federation under any Workers' Compensation Law, or policy, or similar plan, whether self-insured or otherwise, exclusive of fixed statutory payments for the loss of any bodily member, may be offset against and payable in lieu of that part of the Disability Retirement Benefit provided under the Plan by Federation contributions on account of the same disability, in such equitable manner as the Pension Committee shall determine. In no event shall any offset reduce the benefit below the Participants non-forfeitable benefit under the provisions of ERISA.

APPENDIX J
USU JOB CLASSIFICATIONS AND PAY GRADES

Pay Grade	International Union Job Title
-	Organizer in Training
U5	Assistant Grassroots Advocacy Specialist
U5	Assistant Strategic Analyst
U5	Field Data Coordinator I
U5	Organizer
U5	Retiree Field Organizer
U6	Assistant Auditor I
U6	Assistant PEOPLE Coordinator
U6	Assistant Staff Accountant
U6	Digital Marketing Assistant
U6	Digital Media Data Specialist
U6	Membership Data Assistant
U6	PAC Data Coordinator
U6	Post Production Specialist
U6	Strategic Communications Assistant
U7	Assistant Video Productions Coordinator
U7	Constitution & Charter Coordinator
U7	Digital Communications Specialist
U7	Digital Graphic Artist
U7	Digital Marketing & Campaign Specialist
U7	Digital Marketing Specialist
U7	Field Communications Specialist I
U7	Field Data Coordinator II
U7	Graphic Artist
U7	Graphic Design Specialist
U7	Media Relations Specialist
U7	Meeting, Travel & Housing Coordinator
U7	Multimedia Video Journalist
U7	Organizer II
U7	Regional Communications Coordinator
U7	Retiree Field Organizer II
U7	Video Editor
U7	Web Content & Design Specialist
U8	Affiliate Information Coordinator
U8	Art Designer
U8	Business Analyst I
U8	Buyer & Inventory Specialist
U8	Communications Specialist
U8	Data & Targeting Specialist I
U8	Data & Targeting Specialist I, Digital Media

APPENDIX J (CONTINUED)
USU JOB CLASSIFICATIONS AND PAY GRADES

Pay Grade	International Union Job Title
U8	Data & Targeting Specialist I, Organizing
U8	Data & Targeting Specialist, Political
U8	Data & Targeting Specialist, Systems
U8	Database Analyst I
U8	Design & Video Editor
U8	Digital Communications Specialist II
U8	Digital Video Specialist
U8	Education Coordinator I
U8	Field Auditor I
U8	Full Stack Developer
U8	Health & Safety Specialist I
U8	Health and Safety Advocate I
U8	Junior Data Engineer
U8	Labor Economist I
U8	Legislative Affairs Specialist I
U8	Meeting & Travel Coordinator I
U8	Member and Affiliate Services Coordinator
U8	Membership & Affiliate Database Analyst
U8	Network Analyst I
U8	Organizing Research Specialist I
U8	PAC Database Analyst
U8	Political Action Polling Assistant
U8	Political Action Representative I
U8	Political Finance & Compliance Coordinator
U8	Political Research Specialist
U8	Programmer Analyst I
U8	Research Librarian I
U8	Senior Accountant
U8	Staff Accountant I
U8	Strategic Analyst I
U8	Strategic Communications Specialist I
U8	Systems Support Analyst I
U9	Advantage Coordinator
U9	Business Analyst II
U9	Care and Leave Policy Advocate
U9	Data & Targeting Specialist II
U9	Database Analyst II
U9	Digital Marketing Coordinator
U9	Editorial Coordinator

APPENDIX J (CONTINUED)
USU JOB CLASSIFICATIONS AND PAY GRADES

Pay Grade	International Union Job Title
U9	Education Coordinator II
U9	Executive Communications Specialist
U9	Facilities Management Analyst
U9	Field Auditor II
U9	Field Education Coordinator II
U9	Full Stack Developer II
U9	Health & Safety Specialist II
U9	Health and Safety Advocate II
U9	Labor Economist II
U9	Lead Organizer
U9	Legislative Affairs Specialist II
U9	Meeting & Travel Coordinator II
U9	Network Analyst II
U9	Organizing Research Specialist II
U9	Political Action Representative II
U9	Programmer Analyst II
U9	Public Safety Communications Strategist
U9	Research Librarian II
U9	Senior Communications Specialist
U9	Senior Digital Communications Specialist
U9	Senior Media Relations Specialist
U9	Senior Strategist II
U9	Speech Writer
U9	Sr Systems Support Analyst
U9	Staff Accountant II
U9	Strategic Analyst II
U9	Strategic Communications Specialist II
U9	Systems Support Analyst II
U9	Video Productions Coordinator
U9	Web Editor
U9	Workforce Development Advocate II
U9A	Int'l Union Representative
U10	Business Analyst III
U10	Creative Coordinator
U10	Cyber Security Analyst
U10	Data & Targeting Specialist III
U10	Database Analyst III
U10	Field & Campaign Communications Coordinator
U10	Field Auditor III

APPENDIX J (CONTINUED)
USU JOB CLASSIFICATIONS AND PAY GRADES

Pay Grade	International Union Job Title
U10	Fiscal Policy Analyst
U10	Health & Safety Specialist III
U10	Int'l Union Bargaining Representative
U10	Labor Economist III
U10	Legislative Affairs Specialist III
U10	Legislative Public Policy Analyst
U10	Meeting & Travel Coordinator III
U10	Network Analyst III
U10	Network Engineer
U10	Online Mobilization Coordinator
U10	Organizing Research Specialist III
U10	Political Action Polling Coordinator
U10	Political Action Representative III
U10	Political Finance Coordinator
U10	Public Policy Analyst
U10	Research Librarian III
U10	Senior Digital Strategy Coordinator
U10	Senior Health and Safety Advocate
U10	Senior Health Policy Advocate
U10	Senior Member Benefits Advocate
U10	Senior New Employee Outreach & Training Advocate
U10	Senior Speech Writer
U10	Senior Strategist III
U10	Senior Web Editor
U10	Social Media & Online Mobilization Coordinator
U10	Sr. Editorial Coordinator
U10	Sr. Program Specialist
U10	Staff Accountant III
U10	Strategic Analyst III
U10	Strategic Communications Specialist III
U10	Workforce Development Advocate III

**APPENDIX K
EXPENSE REPORTING & REIMBURSEMENT (12/19/2007)**

[Deleted by agreement of the parties.]

APPENDIX L

Side Letter on Staff Development

AFSCME staff, and organizers in particular, are union builders and often the first impression an unorganized worker has of our union and our movement. Organizers are teachers, counselors, mentors and most importantly agitators for social and economic change whose impact endures long after a campaign.

The craft of union organizing is developed through a combination of natural talent and personal qualities, focused mentoring, and lessons learned through constructive feedback and self-challenging reflection on daily successes and failures. Even more than most jobs, organizer skills are honed by on-the-job learning.

A successful organizer will be nurtured and mentored by more senior experienced organizers, and will benefit from a variety of campaign assignments as well as more formalized internal and external training. Such learning never ends, and is an integral part of AFSCME's commitment to ongoing staff development.

The AFSCME Organizing Model and Staff Development Handbook are designed to relate the collective experience of the labor movement to staff development goals, and to document standards of training and progress for the early years of an AFSCME organizer. Staff development requires a mutual commitment by AFSCME to provide the environment and experience an organizer deserves, and by organizers to seize these opportunities and expand their knowledge and skills through them.

Institutionally and individually we agree to commit time, energy, and resources to nurture and develop the best organizers in the labor movement. All employees – managers, organizers and other staff – share the responsibility of staff development. To that end, AFSCME is committed to encouraging mentorship at all levels through formal and informal training. OITs and Organizers should seek advice and mentoring from those with more experience.

The Organizer Handbook includes specific core skills, benchmarks and timelines. We agree to respect and hold accountable staff to the program as outlined in the Handbook.


AFSCME encourages the continuous growth and development of its employees to assure a fully trained workforce whose abilities are fully utilized. To this end, we will work together to identify education or skills needed to improve job performance or pursue an organizer's career advancement, including both internal and outside training opportunities.

For AFSCME



Date: 7/30/13

For USU



Date: 7/29/13

APPENDIX M
Letter of Agreement on Extended Sick Leave Absences

Article XVI of the collective bargaining agreement between AFSCME and USU, effective by its terms from July 1, 2015 to June 30, 2017 provides for the accrual and usage of sick leave. AFSCME and USU agree to the following terms concerning sick leave and extended sick leave absences:

1. If an employee has utilized sick leave and/or short-term disability for five consecutive months and has no definite date of return established, the employee must apply for AFSCME-provided long term disability benefits and accept them if awarded; provided that such long term disability will not begin until the employee has been disabled for a minimum of 180 days, pursuant to Section 25.06 of the contract.
2. If, after six consecutive months (26 weeks) of utilizing accrued sick leave and/or short-term disability, the employee has no definite date of return established and has not been awarded long term disability, the employee may continue to utilize sick leave, with other employment benefits remaining in full.
3. If the employee exhausts all short-term disability and accrued sick and has not been awarded long term disability, and there is no reasonable accommodation required by the ADA available to the employee, the employee may be subject to termination, which shall be grievable.

This letter of agreement is effective July 1, 2015.

For employees who are utilizing the sick leave bank at the time of ratification and whose leave began before July 1, 2015, this Letter of Agreement will not apply during the duration of this episode of leave. For such employees, Appendix M in effect during the 2013-2015 collective bargaining agreement will apply.

APPENDIX N
HEALTH INSURANCE BENEFITS FOR DOMESTIC PARTNERS

[Deleted by agreement of the parties.]

APPENDIX O
Side Letter of Auto Allowance Provisions

LETTER OF AGREEMENT

The AFSCME-USU 2015-2017 collective bargaining agreement, at Article 26, Section 26.03, provides that to receive the monthly auto related allowances, "the employee must own or lease and operate an American or Canadian automobile as specified on the UAW Consumer Buying Guide at " At the time this language was negotiated, this web link provided access to a list of UAW-approved vehicles dating from 2006. AFSCME and USU have become aware that the UAW has since revised its website and the website provides information only for current model vehicles. Because it was not the parties' intent to require employees to purchase current model year vehicles, the parties agree to the following:

1. AFSCME will obtain from UAW a list of approved vehicles, starting with model year 2006 through the present, and thereafter will obtain an updated list annually.
2. Employees who desire to receive the monthly auto related allowances will purchase a vehicle on the UAW-approved vehicle list, as required by the contract.
3. Employees who purchase UAW-approved vehicles more than nine (9) years old will not be eligible for the monthly auto related allowances.
4. In all other respects, Section 26.03 remains unchanged.
5. This Letter of Agreement is effective October 12, 2015.

For AFSCME:

Date: 10/27/15

For USU:

Date: 10/26/2015

SIGNATURE PAGE

**In witness whereof the parties have declared this agreement by signature.
This contract was ratified on October 13, 2023.**

American Federation of State,
County and Municipal Employees

United Staff Union

William Lurye
William Lurye

Allison C Sayre
Allison Sayre

Paula Cairra
Paula Cairra

Jennifer Garcia
Jennifer Garcia

Teague Paterson
Teague Paterson

K. Exterovich-Rubin
Kyra Exterovich-Rubin

Mike Sukal
Mike Sukal

Alexandra Benjamin
Alexandra Benjamin

Dalia Thornton
Dalia Thornton

Jesse Berney
Jesse Berney

Jessica Weinstein
Jessica Weinstein

Zillah Covelli
Zillah Covelli

Linda Bates
Linda Bates

Dwan Cooper
Dwan Cooper

10/29/23
DATE

10/29/23
DATE