

AGREEMENT

between the



and the



FIELD SUPPORT UNIT

**July 1, 2023 through
June 30, 2025**

PRODUCED BY UNION LABOR

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PREAMBLE

This Agreement is between the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME, and the USU Field Support Unit, hereinafter referred to as the Union.

ARTICLE 1 Term - Modification

Section 1.01.

The provisions of this Agreement shall become effective July 1, 2023 and shall remain in effect until June 30, 2025.

Section 1.02.

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.

ARTICLE 2 Recognition

Section 2.01.

AFSCME recognizes the Union as the exclusive bargaining agent for all field office support employees employed by AFSCME in its field offices located throughout the United States but excluding all part-time field office support and all other employees, managerial employees, guards and supervisors as defined in the Act per NLRB.

Section 2.02.

Appendix A attached hereto lists the position classification titles included in the bargaining unit. Non-bargaining unit employees and non-AFSCME personnel shall not perform the work performed by bargaining unit employees in classifications covered by this Agreement.

ARTICLE 3 Union Shop

Section 3.01.

All employees coming under the terms of this Agreement shall become members in good standing of the Union after thirty (30) days of employment with AFSCME and shall remain members in good standing for the term of this Agreement.

Section 3.02.

Twice per month AFSCME will check off from the wages of the employees in the unit any initiation fees and monthly dues designated by the Secretary-Treasurer of the Union as required for membership in the Union from the wages of all employees within the unit who have executed the check-off authorization card set forth in "Exhibit A" hereto. Twice each month AFSCME will transmit all proceeds of such deductions to the Secretary-Treasurer of the Union.

Section 3.03.

When an employee satisfactorily completes their probationary period, AFSCME will notify the Field Support Chief Steward of such fact. It will be the responsibility of the Steward to obtain from such employee an executed payroll deduction authorization card which will be turned over to the Accounting Department of AFSCME for processing.

Section 3.04.

AFSCME agrees to provide a headquarters based USU representative designated by USU's President sixty (60) minutes during the periodic 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 4 Seniority - Layoff - Recall

Section 4.01.

In cases of layoff of field support unit staff, layoff will be by seniority in each field office only. There will be no bumping allowed between field offices. If a reduction of the staff is necessary, AFSCME shall meet immediately with the Union representative to discuss the impact of such reduction and the following procedure shall apply:

Probationary employees shall be dismissed prior to the layoff of any permanent employees. Notice of layoff shall be given at least sixty (60) days before the scheduled layoff. An employee laid-off shall be placed on the recall list for a period of one year. An employee

recalled and reinstated to the former position held shall receive their former rate of pay in addition to any wage increases, which were applied to their job classification during the period they were on the recall list.

An employee who is laid off due to an office closure and applies for and obtains employment in another field office shall retain their seniority and job classification. AFSCME will also reimburse the employee for reasonable moving expenses unless the employee declines the benefit.

Section 4.02.

AFSCME shall prepare from existing personnel records a seniority roster of all employees presently covered by this Agreement [every three (3) months beginning January 1 of each calendar year], based on the beginning date of uninterrupted and continuous employment. The Field Support Chief Steward shall be furnished with a copy of such seniority roster.

Section 4.03.

Seniority is defined as total length of continuous employment in classifications within the Bargaining Unit.

ARTICLE 5
Job Postings - Applications

Section 5.01.

When vacancies occur in positions covered by this Agreement, or when new positions are created, notices of such vacancies and/or newly created positions shall be posted on the AFSCME website for a period of five (5) working days, and a copy of such posting shall be supplied to the Field Support Chief Steward of the Union. Current bidders from the bargaining unit shall not have to bid again for the position.

Section 5.02.

When more than one employee applies for the vacancy, seniority shall be given primary consideration in the selection where qualifications are relatively equal. For a bargaining unit position, an employee within the unit will have preference over an employee who is not in the bargaining unit.

Section 5.03.

Employees will be allowed a reasonable probationary period not to exceed eight (8) weeks. If during that period said employee, in the opinion of AFSCME, and after having received a 30-day written evaluation fails to perform satisfactorily the duties of the new position, they will be permitted to return to their original position without loss of seniority.

It is the intention of this clause to normally return an unsuccessful bidder to their original position and when such a return is not possible, they will be placed in a comparable position within the same department at the same grade and step (Any deviation from this provision will be made only following agreement between the Union and AFSCME).

Section 5.04.

Temporary vacancies of more than sixty (60) days duration shall be posted and filled in accordance with the provisions of this Article. Temporary vacancies of less than sixty (60) days may be filled by AFSCME, giving consideration to seniority and qualifications. Employee's wages for the period of such temporary assignment shall be in accordance with the provisions of Article 13, Section 13.04 "Wage Tables, Pay Grades, Step Increases and Pay Adjustments."

ARTICLE 6
Employment, Probation, Discipline and Discharge

Section 6.01.

AFSCME reserves the right to dismiss or discipline for just cause after probation. AFSCME reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period for new employees.

Section 6.02.

The probationary period for new permanent employees shall be six (6) months. During the employee's probationary period, written evaluations of the employee's work performance will be made at the end of three (3) months, and prior to the end of the probationary period. At the expiration of the probationary period, providing that AFSCME is satisfied with the employee's work performance, the employee shall be placed on permanent employment status. Such evaluations shall be reviewed with the employee by the person making the evaluation, signed by the employee, and then placed into the employee's personnel file. Final evaluation and recommendation for permanent employment status will coincide with completion of the probationary period. Seniority shall then date from the original date of employment.

Section 6.03.

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.

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.

AFSCME reserves the right to discipline employees and such discipline shall be in conformance with generally accepted principles of progressive discipline. 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 heard at the third step.

Section 6.04.

Any employee who has been disciplined or discharged, and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and shall be compensated for any loss in wages, unless the grievance committee or the arbitrator determines otherwise. Any complaint relative to a discharge must be filed with AFSCME within ten (10) working days of the time that the Field Support Chief Steward is notified of the discharge or the matter will be considered closed.

Section 6.05.

All employee personnel actions (promotions, salary increases, etc.) are available electronically on AFSCME Connect.

**ARTICLE 7
Hours of Work – Overtime**

Section 7.01.

The regular workweek shall consist of five (5) seven (7) hour days, exclusive of a one (1) hour lunch period. Work performed in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week shall be paid for at overtime rates, as hereinafter set forth.

Section 7.02.

When an employee is requested to work overtime (other than Sundays and holidays), the overtime shall be compensated at one and one-half (1½) times the employee's regular straight-time hourly rate of pay. Employees requested to work on the sixth (6th) day, Sunday or holiday shall be guaranteed a minimum of four (4) hours overtime pay. All work performed on Sundays and holidays shall be compensated for at double (2 times) the employee's regular straight-time hourly rate of pay, in addition to their holiday pay.

Section 7.03.

If an employee is required to work overtime more than two (2) hours beyond their regularly scheduled quitting time, they shall receive a meal allowance of \$15.00.

Section 7.04.

For the purpose of computing overtime pay, paid time off for employee's vacation, sick leave, holiday, or paid absences as outlined in Article 10 shall be considered as time worked.

Section 7.05 – Compensatory Time

Field Support bargaining members who work in excess of seven (7) hours per day or thirty-five (35) hours per week may request in writing to be given compensatory time, hour for hour, in lieu of overtime with prior approval of the Regional Director. Compensatory time earned may be used at the request of the employee with prior written approval of their supervisor. Compensatory time shall be taken as soon as possible and prior to taking accrued vacation leave. Request for such time shall not be arbitrarily denied.

Section 7.06 – Time Sheets/Electronic Time Keeping

AFSCME will use sequential time sheets (sign in/out) or an electronic equivalent. AFSCME will consider input from USU in the design, implementation and training process for any electronic time keeping.

ARTICLE 8 Vacations

Section 8.01.

Vacations with pay shall be granted employees who have completed periods of continuous service with AFSCME as follows:

Years

Less than 10 years – 3 weeks vacation per year (earned at the rate of $1\frac{1}{4}$ days per month).

10 to 19 years – 4 weeks vacation per year (earned at the rate of $1\frac{2}{3}$ days per month).

20 to 29 years – 5 weeks vacation per year (earned at the rate of $2\frac{1}{12}$ days per month).

30 years and more – 6 weeks per year (earned at the rate of $2\frac{1}{2}$ days per month)

Section 8.02.

Vacation with pay shall be earned during the probationary period, but vacation shall be granted during such period only at the discretion of AFSCME.

Section 8.03.

Vacation and sick leave accruals for new employees will be the normal monthly accrual if the employee starts work on the 1st Monday of a month. Any starting date after the first Monday of the month, up to the 15th day of the month, will earn one-half of the vacation and sick leave accruals for that month.

Section 8.04.

Vacation Policy:

1. The vacation year runs from January 1st through December 31st of the following year.
2. All vacation accrued between January 1st and December 31st of any vacation accrual year shall be taken by December 31st of the following year unless written permission is given by the Human Resources Department to carry such accrual into the next year. In any event, those days carried over with special permission must be taken by March 31st of the next year; no overlap allowed.
3. Schedules for vacation accrued in any calendar year will be arranged by each department to ensure that all employees receive proper consideration for the period in which they want to use their accrued vacation. Any vacation days accrued may be taken as approved by the appropriate Department Director or Regional Director, or their designee.

Section 8.05.

The leave schedule shall be agreed upon by mutual consent, as will any future changes in such schedule, but employees shall have preference in accordance with seniority.

Section 8.06.

Vacation leave may be used in increments of one-quarter ($\frac{1}{4}$) hour or more. Such time must be requested and approved by the appropriate Department Director or Regional Director, or their designee at least one working day in advance.

Section 8.07.

Vacation leave balances will be available to employees via AFSCME Connect.

Section 8.08.

Employees shall provide reasonable advance notice in scheduling vacation. The appropriate Department Director or Regional Director, or their designee, will make a prompt determination on vacation day requests.

**ARTICLE 9
Holidays**

Section 9.01.

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. | President's 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 Peoples' 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 their appropriate Department Director or Regional Director, or their designee with written notification to the Human Resources Department, provided new employees must complete six (6) months of service to qualify for the floating holiday. | |
| 15. | Any other holiday which may be declared a general holiday by the President of the United States or by an act of the Congress of the United States, even if such holidays apply only to the District of Columbia. | |

Section 9.02.

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 last work day prior to Christmas Day and the last work day prior to New Year's Day will be early release days for those employees working the mornings of those days, that is, after 3.5 hours of their regular work schedule.

Section 9.03.

In the event 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.

Section 9.04.

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

**ARTICLE 10
General Leave Policy**

Section 10.01.

Employees shall be granted leaves of absence without pay for reasonable periods of time upon agreement with AFSCME.

A. COMPASSIONATE LEAVE

1. Employees will be allowed five (5) 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, step-mother, step-father, step-children, grandchildren, foster parent, spouse, sister, brother, sister-in-law, brother-in-law, or any member of the employee's immediate household. 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. Additionally, up to a maximum of three (3) days sick leave may be used without medical documentation. Compassionate leave is not transferable from one year to the next.

2. 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 1 above. The denial of the request may be appealed to the Director of Human Resources but is not subject to the grievance procedure.

B. PARENTAL LEAVE

Upon written request to the Human Resources Department, AFSCME shall grant employees with one (1) 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 (6) 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.

C. LEAVE OF ABSENCE

A leave of absence without pay may be granted under special circumstances, but such requests for leave require the written approval of the Department Director or Regional Director, or their designee, and the Human Resources Director.

At the option of any employee taking a leave of absence, all accrued vacation time may be paid to such employee and such leave of absence shall not be deemed to have begun until such vacation time has been exhausted.

D. MILITARY SERVICE

Employees inducted into the armed services, or required to participate in reserve training, or called to duty during national emergencies, shall accumulate seniority, retain all rights and privileges, and upon return be reinstated in their former positions or comparable ones. Inducted employees who have completed their enlistment must notify AFSCME in writing of their intention to return within one (1) month after discharge. Such policy shall apply to the initial enlistment only.

E. FAMILY-FRIENDLY LEAVE

With supervisory approval, employees shall be allowed to use up to twenty-four (24) hours of vacation or make-up time of up to three and one-half (3.5) hours to attend school conferences or school events per year for dependent minor children. This leave does not need to be consecutive. If the employee's need for leave is foreseeable, the employee shall provide AFSCME with reasonable prior notice. An employee must pre-schedule make-up time and overtime provisions of this agreement shall not be applicable to hours worked pursuant to a pre-approved make-up time arrangement.

F. JURY DUTY

Employees who are called for service on a jury or for service resulting from subpoena by any court of competent jurisdiction will be provided leave for the period required and will be paid the difference between the pay received for such jury service and their normal base rate, provided proof of jury service is provided.

G. NATURALIZATION (CITIZENSHIP) EXAMINATION

Employees will be allowed one day of leave without loss of pay for the purpose of taking a Naturalization (Citizenship) Examination with the written approval of their appropriate Department Director or Regional Director, or their designee. A copy of the approved request must be forwarded to the Human Resources Department.

H. COURT WITNESS

Employees will be allowed time required to serve as a witness when subpoenaed to appear for criminal and civil cases.

I. VOTING

Employees shall be provided reasonable time [not to exceed two (2) hours] to exercise their right to vote in local, state and national elections.

J. FAMILY MEDICAL LEAVE ACT

AFSCME and the Union agree to full compliance with the Family Medical Leave Act (FMLA). All existing leave benefits will remain in force.

K. BREAKS

Field Support Unit employees are granted a 15-minute break in the a.m. The break should start no earlier than 10:15 a.m. and should not be taken after 11:30 a.m. Bargaining unit employees, at the discretion of the appropriate Department Director or Regional Director, or their designee, may take an afternoon break.

L. HAZARDOUS WEATHER

If the Regional or Area Director closes the office due to inclement weather, leave will not be charged for the period covered by the closing. However, leave will not be restored to employees who have taken that period off.

M. UNION TIME

One (1) authorized bargaining unit employee will be granted time off with pay, consistent with operational needs for union activities related to servicing the USU Field Support Unit Agreement and for labor-management committee and other committee meetings. Time off is limited to include one (1) person for grievances, except that an additional person may also be used when approved by AFSCME. USU-designated employees may be, consistent with operational needs, allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and assemblies. The employees may use paid annual leave instead of leave without pay. 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 10.02.

Any request for a leave of absence shall be submitted in writing by the employee to their appropriate Department Director or Regional Director, or their designee. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization, if granted, for the leave of absence shall be furnished to the employee by their appropriate Department Director or Regional Director, or their designee and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the day on which the request is submitted. A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) days.

A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

Section 10.03.

In addition to accruing seniority while on any leave granted under the provisions of this Agreement, employees taking parental leave for a period not in excess of six (6) months shall be permitted to return to the same position they held immediately prior to commencement of the leave and employees taking approved leave for other purposes shall

be permitted to return to the same position or to a position comparable to that held immediately prior to commencement of the leave.

Section 10.04.

During any period when an employee is required to temporarily perform military service, such employee shall receive supplemental pay from AFSCME which, when combined with the pay received by the employee for such military service, shall equal the total regular salary which would have been received by the employee from AFSCME for the same period of time, provided that no employee shall receive such supplemental pay for any period in excess of two (2) weeks for any calendar year.

**ARTICLE 11
Sick Leave**

Section 11.01.

AFSCME shall grant sick leave with pay at the rate of one (1) day per month [twelve (12) days per year]. Newly hired employees will receive an advance of three (3) sick days upon their hire, and will, beginning in the fourth month of employment, accrue subsequent sick leave at a rate of one (1) day per month.

Section 11.02.

Sick leave with pay at the rate of one (1) workday for each completed calendar month of service shall be accorded to all employees who are working on a monthly or annual pay basis and shall be cumulative. Any employee who has accumulated a sick leave balance in excess of fifty (50) days of sick leave may use up to five (5) days of such excess per calendar year as vacation with pay in addition to any vacation with pay to which the employee is otherwise entitled under this Agreement. In the event an employee is absent more than three (3) consecutive days, AFSCME may require a certified statement from the employee or a medical certificate from a physician as proof of the necessity for granting sick leave with pay. Upon retirement or termination of employment, employees shall be reimbursed for 85% of unused sick leave, not to exceed 85% of 75 days.

Section 11.03.

Sick leave balances will be available to employees via AFSCME connect.

Section 11.04.

Employees who are required to remain at home to attend to ill members of the immediate household may use accrued sick leave for such purpose, not to exceed seven (7) days per year. 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 of immediate family illness beyond seven (7) days and limited to thirty (30) days.

ARTICLE 12 Grievances

Section 12.01.

A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving the interpretation or application of any provision of this Agreement. A grievance shall be presented within ten (10) working days after it occurs; otherwise, it shall not be considered a grievance. The steps of the grievance procedure are as follows:

Step 1.

Whenever practicable, the aggrieved shall present their grievance to the Field Chief Steward who, in turn, will present it to the employee's immediate supervisor. A meeting, or if agreeable a conference or virtual call, will take place between the employee, the Field Chief Steward and the immediate supervisor or the Regional or Area Director within three (3) working days from when the supervisor is notified of the grievance. If the employee's grievance is not satisfactorily settled within two (2) working days from the time it is first presented to the employee's immediate supervisor, the employee and the Field Chief Steward shall prepare and sign a written complaint setting forth the employee's grievance which shall be presented to the immediate supervisor who shall acknowledge receipt of such complaint in writing, noting the date of receipt, and forward the grievance to the next step for processing. The parties may, by mutual agreement, dispense with step 1 of the grievance procedure and begin processing any such grievance as described in Step 2, provided, however, that any grievance originally filed at step 2, must be filed in writing, signed by the employee involved and the Field Chief Steward.

Step 2.

Representatives of the Union, the appropriate Director, and the Human Resources Director shall meet within three (3) days after the completion of Step 1, or, if Step 1 has been dispensed with, within three (3) days after the original filing of a grievance at Step 2. These representatives shall discuss the grievance in an effort to reach a satisfactory settlement. If the grievance has not been satisfactorily adjusted within ten (10) working days after it has reached Step 2, the grievance may be taken to arbitration by either party upon written notice by the USU President to AFSCME or by AFSCME to the USU President, and the American Arbitration Association within thirty (30) days.

Step 3.

An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association upon the request of either party. The arbitrator shall be selected, and arbitration conducted in accordance with the rules of the Association. The arbitrator shall render a decision within thirty (30) days. The decision of the arbitrator will be final and binding on both parties. If neither party requests arbitration as required in Step 2, the grievance shall be deemed withdrawn and closed with finality.

Section 12.02.

The arbitrator's fee 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 representatives and witnesses.

Section 12.03.

The term "grievant" shall be considered to include any individual employee, a group of employees, or the union.

ARTICLE 13 Wage Tables, Pay Grades, Step Increases, Career and Ladder Promotion, and Pay Adjustments

Section 13.01.

A. Base Pay (Wage Tables)

1. Effective July 1, 2023, the USU Field Support Wage Table shall be increased by 4.0% (See Appendix B).
2. Effective July 1, 2024, the USU Field Support Wage Table shall be increased by 3.5% (See Appendix C).

B. Wage Tables, Steps and Step Progression

Employees shall progress through and be placed on the appropriate wage charts based on years of service in the unit. The attached base-wage tables are hereby made a part of this Agreement effective April 1, 2006, and each year hereafter.

1. The USU Field Support Wage Tables shall consist of six (6) wage tables (Wage Tables A-F). Each Wage Table shall have two (2) pay grades with twelve (12)

steps in each pay grade. Step progression within a pay grade shall be based on twelve (12) month intervals.

2. The job classification system (Appendix A) shall determine an employee's pay grade assignment on a wage table.
3. An employee's assignment to a specific wage table (Appendix B, C, D, & E) shall be determined by length of service in the bargaining unit as follows:

Wage Table A – 0 through 9 years of service

Wage Table B – 10 through 14 years of service (Table A + 3%)

Wage Table C – 15 through 19 years of service (Table A + 6%)

Wage Table D – 20 through 24 years of service (Table A + 9%)

Wage Table E – 25 through 29 years of service (Table A + 12%)

Wage Table F – 30 or more years of service (Table A + 15%)

4. Advancement from one wage table to the next shall not be deemed a promotion. In such cases, the employee shall remain at the same pay grade and step, subject to the twelve-month interval rule.
5. All wage payments made pursuant to the wage tables shall be designated as the employee's base wages for purposes of the AFSCME pension plan.

C. Direct Deposit and Electronic Payroll Information

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 must enroll in direct deposit and shall be paid twice monthly on dates that coincide with the end of a payroll period. Payroll voucher information is available electronically.

Section 13.02.

A. Opportunity for Career Ladder Promotion

Promotion from Field Office Assistant I to Field Office Assistant II shall be available on a non-competitive basis to any FOA I with at least five (5) years of satisfactory performance, i.e., no documented record of disciplinary action or unsatisfactory performance in an employee's personnel file in the two (2) years preceding the request, consistent with the following procedure:

1. Beginning with the effective date of this agreement, employees serving in their fifth year as an FOA I may request promotion to FOA II. Such request may be submitted during the 30-day period preceding their fifth (5th) year anniversary date.

2. A request for promotion to FOA II shall be granted provided the applicant has a record of satisfactory performance as an FOA I and has demonstrated a capacity to perform as an FOA II. If the FOA I does not have a satisfactory record of performance as an FOA I, the FOA I may re-apply after one (1) year of satisfactory performance.

B. Nothing herein shall preclude AFSCME from posting and filling FOA II vacancies through its normal selection procedures.

Section 13.03.

An employee promoted to a higher job classification shall receive an increase sufficient to make their wages equal to the next higher rate in the wage scale.

Section 13.04.

An employee who is temporarily transferred to a higher paid classification in the bargaining unit or is assigned duties of such classification, and who works in such higher classification for one workday, hourly accumulation equal to one workday (within a 15-day period) or more shall be paid for all work performed in such higher classification at the minimum rate step of such higher classification or at that rate step in such classification next above their present rate, or a minimum of \$20.00 per day, whichever is greater. When employees in the bargaining unit perform non-bargaining unit work, they shall receive a differential payment of \$20.00 a day for all full days worked in such non-bargaining unit positions.

Section 13.05.

AFSCME agrees to discuss with the Union any proposal to abolish, create or reclassify jobs which fall within the classification system agreed upon by AFSCME and the Union, within the jurisdiction of the Union as recognized by Article 2. Within such jurisdiction no job description or classification will be changed, nor any job created without notice to the Union. AFSCME will provide current job descriptions for each position classified as USU Field Support Unit to USU. When an employee changes positions within the bargaining unit, they will receive a copy of the new job description within one (1) week of assuming that new position. AFSCME agrees that the job description for each position in the unit will accurately reflect the job requirements and major duties of the employee filling that position.

Section 13.06.

It is agreed that where the Union feels that a job is presently improperly slotted under the current classification system, the Union may request a change of classification. The parties will review the nature of the work being performed by the employee as compared with the current job description for that position. AFSCME will classify the position accordingly. Duties for a position under review will not be changed until the position is properly classified. AFSCME agrees that a reclassification request shall be acknowledged by written notice to

the employee and the Union no later than thirty (30) days after it is received in the Human Resources Department.

Section 13.07.

AFSCME will provide a tax-deferred Child Care IRS 125 account for all bargaining unit employees.

Section 13.08.

Consistent with federal regulations, AFSCME agrees that employees may participate in AFSCME's Pre-Tax Parking Program covering documented parking expenses incurred by employees commuting to work.

Section 13.09. 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 14

Pension, Health, Life Insurance, Short-Term and Long-Term Disability

Section 14.01.

- A. AFSCME agrees to maintain in force pension, health, dental, vision, prescription drug, hospitalization, and life insurance program in effect at the time of the signing of this Agreement.
- B. The existing benefits shall not be reduced during the life of this Agreement, provided that AFSCME may revise such programs in order to maintain them in conformity with applicable law. 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. (See Appendix H)

Section 14.02.

AFSCME will provide an IRS 401(k) pre-tax deferred account for all bargaining unit employees. AFSCME agrees to pay administrative fees required to establish this benefit.

Section 14.03.

AFSCME shall provide existing vision care coverage for all employees in the USU Field Support Unit. Such plan shall provide minimum coverage to employees and dependents, with the following changes to the maximum allowance:

Vision Charges For:

1. Eye examination performed by a licensed optometrist or ophthalmologist;
2. Lenses or contacts prescribed by such persons, with combined costs not to exceed maximum allowance; and
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
Frames	*\$100.00 once per 24-month period
Lens (pair) or contacts (pair)	*Paid once per 12-month period
Single Vision RX	\$100.00
Bi-Focal	\$120.00
Tri-Focal	\$120.00
Lenticular	\$120.00
After cataract surgery	\$144.00
Visual acuity not correctable	\$144.00

Section 14.04.

AFSCME agrees to provide a maximum allowance up to \$3,000 dental coverage and orthodontic treatment up to \$3,000 maximum limitation on treatment per employee or dependent.

Section 14.05.

AFSCME shall provide a deductible prescription drug plan that conforms to the following schedule and rules:

- A. Employee co-pay of \$15.00 for generic drugs and \$30.00 for all others.
- B. Program rules:

1. Co-pays apply to each prescription.
2. If a prescription is dispensed for more than a one-month supply, the corresponding co-pay will apply for each additional month's supply.
3. Three (3) month supply may be obtained through mail order at a cost equal two (2) times the one (1) month pharmacy co-pay amount as follows:

\$30.00 for three (3) month supply generic and
\$60.00 for three (3) month supply for all others.
4. Any drug that is available over the counter will not be covered under the Plan.
5. Co-payments for prescriptions are not eligible for reimbursement as out-of-pocket costs under the medical plan.

Section 14.06 – Short-Term Disability

AFSCME will provide full-time bargaining unit members with short-term disability coverage, through an insurance carrier of AFSCME's choosing, subject to the following provisions:

1. The employee has completed their probationary period and has been employed for one year.
2. The employee is suffering from a "short-term disability." "Short-term disability" is a sickness, or a disability caused as the direct result of an accidental injury.
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 the wage tables (Appendix B, C, D & E). Short-term disability coverage may continue for twenty-three (23) weeks.
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.
6. If an employee is participating in an approved rehabilitation and/or treatment program, as defined by the employer's insurance carrier, the employee will receive an increase in their benefit of ten percent (10%) while in rehabilitation or treatment

7. AFSCME shall provide a maximum of six (6) months group hospitalization coverage. If additional coverage is required, it will be paid for by the employee.
8. 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.
9. The provisions of the insurance policy will govern all questions of initial and continuing eligibility, and the payment due to the employee.
10. 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.

Section 14.07

AFSCME shall provide for all USU Field Support Unit employees a long-term disability plan with the following provisions.

1. Employment is full-time and employees 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 base salary.
4. Maximum monthly benefit of \$8,000.00.
5. The "Maximum Benefit Duration" is the greater of:
 - a. Pursuant to Table 1 (Appendix F) 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-year-old and older person receiving twelve (12) months of benefits.
 - b. Table 2 (Appendix F) is the employee's normal retirement age, as defined by the Social Security amendments of 1983.

Pension Language Revision: In instituting a long-term disability plan, the parties agree to support an appropriate amendment to AFSCME's employee pension plan (see Appendix G).

Section 14.08

AFSCME agrees to provide health care for domestic partners.

Section 14.09

- a. Effective January 1, 2020, bargaining unit employee contributions to the pension plan will continue unchanged at a rate of six percent (6%).
- b. Normal retirement age is sixty-five (65). Employees may retire as early as age fifty-five (55) and receive a reduced benefit. Employees with 20 years of service may retire between ages fifty-five (55) and fifty-nine (59) without a benefit reduction on their benefits accrued prior to January 1, 2020 or between the ages sixty (60) and sixty-four (64) without a benefit reduction.
- c. All benefits accrued on and after January 1, 2020, will be calculated at 2.2% of the annual average of the highest consecutive thirty-six (36) months of pay for each year of credited service. All benefits accrued on and after January 1, 2021, will be calculated at 2.1% of the annual average of the highest consecutive thirty-six (36) months of pay.
- 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 eligible employment.
- e. AFSCME will work to defeat any negative change to or the repeal of the current law that permits using a twenty-five (25) year average of the corporate bond rate to determine the Plan's discount rate.

Section 14.10. 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 – office visit cost \$20 (In-network)
- c. Calendar year Individual/Family deductible
 - i. In network –individual/family \$100/200
 - ii. Out of Network – Individual/Family \$400/\$800
- d. Maximum out of pocket costs:
 - i. In network –\$500 individual/\$1000 family
Out of network –\$1500 individual/\$2500 family

- e. Cigna Step Therapy Program
- f. Cigna Health Matters Care Management Preferred Program

Section 14.11 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 one hundred percent (100%) of the employee's base salary. Any centralized fund benefit shall run concurrently with existing AFSCME paid or insured leave benefits.

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.

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.

Section 14.12 Cell Phone Allowance.

Bargaining unit 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 supervisor with their cell phone number. Cell phones must be "smart" phones.

ARTICLE 15 Severance Pay

Employees employed by AFSCME for six (6) months or more shall receive severance pay at the rate of one (1) week's pay for each year or major fraction thereof worked. Such severance shall be based on the highest salary received from AFSCME by the employee. Such severance shall be paid only in the event of a layoff. Any contemplated layoffs will be discussed with the Union.

The parties agree that the written Severance Pay Policy Statement issued by AFSCME on December 23, 2008, at sections 2 and 3 of the policy, to comply with the requirements of Section 409A of the Internal Revenue Code, did not diminish or reduce the severance pay benefit established by this Article.

ARTICLE 16 Ergonomics

Section 16.01.

AFSCME has established an ergonomic policy whereby workstations will be evaluated as needed by an independent ergonomic specialist. Recommendations will be taken into consideration based on demonstrated need. AFSCME agrees to provide ergonomically appropriate workstations as these are added or replaced. All stations shall contain upon request -- glare screens, chairs with adjustable heights and back rests, adequate leg room, document holders, screens with adjustable brightness and contrast, independent adjustment of keyboard and screen height and position, and printing covers. In addition, back rests, foot rests and wrist rests may be provided based on a demonstrated need.

ARTICLE 17 No Reduction in Benefits

The signing of this Agreement shall not act in any manner to reduce or abrogate any employee benefits existing at the time of the execution of this Agreement, except as may be expressly provided in this Agreement.

ARTICLE 18 AFSCME Rights

AFSCME retains the sole right to manage its affairs, including the rights to decide the number and location of its offices; the method of operation; to maintain order and efficiency in its offices and operations; and 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 19 Savings Clause

Should any Article, Section, or portion thereof of this Agreement 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 or provisions shall remain in full force and effect.

ARTICLE 20 Personnel Files

An employee shall have the right, upon request, to review and obtain copies of pertinent materials from their personal personnel file as approved by the Human Resources Director. A representative of USU Field Support Unit may, at said employee's request, accompany the employee in this review. Any material commending or reproving an employee must be sent the Human Resources Director for inclusion in their personnel file and shall be provided to the employee at the same time. Before inclusion in their file, the employee may acknowledge that they have read such material by affixing their signature on the actual copy to be filed. It is understood that such signature merely signifies that said employee has read the material and does not indicate agreement with its contents. An employee shall have the right to file an answer to any material submitted for inclusion in their file, and such answer shall be attached to the file copy. 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 purpose of having such information corrected or expunged. No information from the employee's personnel file shall be provided to persons outside AFSCME without the written consent of the employee. At the employees' request, all disciplinary entries shall be removed from the employee's personnel file at the end of 18 months following such notation, provided the employee has not been disciplined during such period. In the event a disciplinary notation is not removed because of subsequent discipline, the 18-month time limit for removal shall run from the date of subsequent discipline.

ARTICLE 21 Equal Opportunity Employment

AFSCME and USU Field Support Unit 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, sexual orientation, gender identity, victims of domestic violence, ancestry, parental status, political activity, sex, age, union activity, medical status, or marital or family relationship to a staff member. Therefore, the parties to this Agreement support affirmative action.

ARTICLE 22 Union Made Products

AFSCME will consider the source of manufacture of all equipment and supplies for use by AFSCME and will attempt to purchase those items which are union made in the U.S.A. All employees will give the same consideration when making purchases. In no event will this

clause be so construed to limit or restrict AFSCME's right to purchase any item from any source.

ARTICLE 23

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, for purpose of resolution. This Committee shall consist of no more than two (2) members designated by the Union, and no more than two (2) 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 days) before the meeting. Such meetings shall be held at the request of either party, but no more often than quarterly at a mutually agreed upon time jointly with the headquarters and field unit of USU.

ARTICLE 24

Training and Development

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 25

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 or 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 26 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 modified work week program whereby employees may telework up to one (1) day every week subject to the following terms and conditions:

- A. The term "telework" refers to the arrangement under this Section 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.

- B. Employees must be available during their normal work schedule while working from home. If a weather or other event results in an employee's 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 permit liberal leave.
- C. Some positions may not be appropriate for telework. Department and Regional Directors will have the discretion to determine if a position is telework eligible.
- D. Department and Regional Directors will also have discretion to determine if telework is appropriate for employees with discipline in their personnel file and whether and when an individual probationary employee may telework.
- E. The Department Director and each Regional Director has the discretion to suspend a telework day or schedule due to operational needs and to require an employee to work in the office or travel if required on any day, regardless of their telework status. The telework day is not required to be rescheduled.
- F. Telework days do not accumulate.
- G. Employees may not take a telework day during a week in which days of leave without pay, vacation pay, recovery days or sick leave are taken. If days of leave without pay, vacation, or sick leave are taken during a week in which a telework day was taken, the employee may not take the next scheduled telework day.
- H. The day of telework may not be taken the day prior to or the day following a holiday or coupled with vacation or sick leave, or recovery days.
- I. The telework program will begin January 1, 2024. However, the telework program may be canceled in its entirety by AFSCME for any reason, by providing no less than fourteen (14) days' notice to USU of the cancellation of the program.
- J. AFSCME may terminate an employee's participation in the program by giving the employee seven (7) days' notice of the termination.
- K. The employee may cancel their participation in the telework program by providing advance notice to the Department Director and Regional Director on Friday of the week preceding the employee's return to a non-telework schedule.
- L. Under no circumstances will an employee be unavailable by phone or computer (or other communication method agreeable to AFSCME) during the employee's

hours of work when the employee is teleworking. All AFSCME requests for acknowledgement will be responded to within fifteen (15) minutes.

- M. No AFSCME paid travel time will be afforded to an employee who reports to their office on a day designated for telework.
- N. The employee must coordinate the telework day selected with their Department and Regional Director. The day selected is required to be the same day each telework week, and the employee must have approval from their Department Director and Regional Director for any changes from the approved teleworking schedule. The employee must provide the Department Director and Regional Director with a written telework proposal every six (6) months containing the proposed day of teleworking and current phone numbers, and AFSCME will convey the decision to approve or deny the request within seven (7) days.
- O. Employees must have their own reliable internet, phone service and a dedicated workspace to ensure continuity of work in a professional manner. The failure to meet this requirement will result in termination of an employee's telework approval, AFSCME will provide each telework-approved employee with a laptop meeting AFSCME's cyber-security needs. Work phones must be forwarded to the employee's home or cell phone on telework days.
- P. 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.
- Q. 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.
- R. 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.
- S. The entirety of this Section and all issues and interpretations arising under this Section are not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 27 Travel

Section 27.01.

An employee who is assigned duties away from the Regional or Area Office will receive a per diem:

The overnight per diem shall be \$24.00 over the federal base. Day-of-return per diem shall be at the rate of \$8.00 less than the federal base.

If the employee's own vehicle is used, mileage at the current IRS rate per mile shall be paid. Mileage will also be paid for other activities approved by the appropriate Director that involves the employee's vehicle.

Section 27.02.

Travel at the direction of the Director will be considered part of the workday. Employees will be compensated in accordance with Article 7.

Section 27.03.

Employees on convention/conference assignments shall be provided one person per room accommodations. In the case of limited accommodations, employees may be expected to share accommodations.

Section 27.04.

AFSCME shall provide cash advances to employees who are required to work at conventions/conferences or other out-of-office assignments.

Section 27.05.

AFSCME agrees to implement an IRS conforming pre-tax, salary-deduction program for public transit users, if feasible.

ARTICLE 28 Safety and Health

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 provisions of applicable law and agrees this is a proper subject for labor/management meetings with USU.

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 29
Subcontracting

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.

ARTICLE 30
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 the USU Field Support Unit, 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.

EXHIBIT A

Authorization for Check off



AUTHORIZATION FOR REPRESENTATION AND PAYROLL DEDUCTIONS

I, the undersigned employee of the *American Federation of State, County and Municipal Employees (AFL-CIO)*, designate and authorize the *United Staff Union* to act as my collective bargaining representative with my employer.

Effective immediately, I hereby further request and authorize my employer to deduct from my earnings each month the amount designated in my Union's constitution. This amount shall be paid to the designated Secretary-Treasurer of said Union.

NAME (Print) _____
HOME ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
HOME PHONE _____ WORK PHONE _____
DATE _____ SIGNATURE _____

APPENDIX A
Position Classification

<u>Grade</u>	<u>Title</u>
Grade 1	Field Office Assistant I
Grade 2	Field Office Assistant II

APPENDIX B

**Effective 7/1/2023 (4.0% Increase)
AFSCME/USU FIELD SUPPORT UNIT CLASSIFICATION
AND WAGE SCHEDULE**

0 - 9 Years of Service												
Grade A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A1	\$ 38,200	\$ 40,322	\$ 42,447	\$ 44,847	\$ 47,252	\$ 49,661	\$ 52,063	\$ 54,466	\$ 56,884	\$ 59,295	\$ 61,706	\$ 64,100
A2	\$ 40,784	\$ 43,052	\$ 45,315	\$ 47,793	\$ 50,272	\$ 52,728	\$ 55,203	\$ 57,682	\$ 60,160	\$ 62,626	\$ 65,095	\$ 67,564
10 - 14 Years of Service												
Grade B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
B1	\$39,346	\$ 41,533	\$ 43,722	\$ 46,190	\$ 48,672	\$ 51,152	\$ 53,621	\$ 56,100	\$ 58,593	\$ 61,074	\$ 63,559	\$ 66,024
B2	\$42,007	\$ 44,344	\$ 46,673	\$ 49,230	\$ 51,777	\$ 54,308	\$ 56,863	\$ 59,411	\$ 61,966	\$ 64,504	\$ 67,045	\$ 69,592
15 - 19 Years of Service												
Grade C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
C1	\$ 40,494	\$ 42,744	\$ 44,992	\$ 47,535	\$ 50,091	\$ 52,640	\$ 55,187	\$ 57,731	\$ 60,297	\$ 62,853	\$ 65,409	\$ 67,945
C2	\$ 43,232	\$ 45,634	\$ 48,037	\$ 50,663	\$ 53,286	\$ 55,891	\$ 58,518	\$ 61,144	\$ 63,770	\$ 66,383	\$ 68,998	\$ 71,616
20 - 25 Years of Service												
Grade D	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D1	\$ 41,637	\$ 43,952	\$ 46,265	\$ 48,883	\$ 51,508	\$ 54,130	\$ 56,747	\$ 59,364	\$ 62,004	\$ 64,632	\$ 67,260	\$ 69,872
D2	\$ 44,454	\$ 46,926	\$ 49,393	\$ 52,096	\$ 54,791	\$ 57,474	\$ 60,172	\$ 62,872	\$ 65,574	\$ 68,264	\$ 70,949	\$ 73,648
25 - 29 Years of Service												
Grade E	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
E1	\$ 42,785	\$ 45,161	\$ 47,539	\$ 50,227	\$ 52,922	\$ 55,621	\$ 58,310	\$ 61,002	\$ 63,712	\$ 66,409	\$ 69,110	\$ 71,791
E2	\$ 45,680	\$ 48,216	\$ 50,752	\$ 53,529	\$ 56,299	\$ 59,054	\$ 61,832	\$ 64,605	\$ 67,378	\$ 70,144	\$ 72,906	\$ 75,672
30 or More Years of Service												
Grade F	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
F1	\$ 43,931	\$ 46,370	\$ 48,811	\$ 51,568	\$ 54,342	\$ 57,110	\$ 59,872	\$ 62,634	\$ 65,417	\$ 68,189	\$ 70,965	\$ 73,716
F2	\$ 46,902	\$ 49,507	\$ 52,113	\$ 54,964	\$ 57,810	\$ 60,635	\$ 63,486	\$ 66,333	\$ 69,184	\$ 72,019	\$ 74,857	\$ 77,697

APPENDIX C

Effective 7/1/2024 (3.5% Increase) AFSCME/USU FIELD SUPPORT UNIT CLASSIFICATION AND WAGE SCHEDULE

0 - 9 Years of												
Grade A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A1	\$ 39,537	\$ 41,733	\$ 43,933	\$ 46,417	\$ 48,906	\$ 51,399	\$ 53,885	\$ 56,372	\$ 58,875	\$ 61,370	\$ 63,866	\$ 66,344
A2	\$ 42,211	\$ 44,559	\$ 46,901	\$ 49,466	\$ 52,032	\$ 54,573	\$ 57,135	\$ 59,701	\$ 62,266	\$ 64,818	\$ 67,373	\$ 69,929
10 - 14 Years												
Grade B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
B1	\$ 40,723	\$ 42,987	\$ 45,252	\$ 47,807	\$ 50,376	\$ 52,942	\$ 55,498	\$ 58,064	\$ 60,644	\$ 63,212	\$ 65,784	\$ 68,335
B2	\$ 43,477	\$ 45,896	\$ 48,307	\$ 50,953	\$ 53,589	\$ 56,209	\$ 58,853	\$ 61,490	\$ 64,135	\$ 66,762	\$ 69,392	\$ 72,028
15 - 19 Years												
Grade C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
C1	\$ 41,911	\$ 44,240	\$ 46,567	\$ 49,199	\$ 51,844	\$ 54,482	\$ 57,119	\$ 59,752	\$ 62,407	\$ 65,053	\$ 67,698	\$ 70,323
C2	\$ 44,745	\$ 47,231	\$ 49,718	\$ 52,436	\$ 55,151	\$ 57,847	\$ 60,566	\$ 63,284	\$ 66,002	\$ 68,706	\$ 71,413	\$ 74,123
20 - 24 Years												
Grade D	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
D1	\$ 43,094	\$ 45,490	\$ 47,884	\$ 50,594	\$ 53,311	\$ 56,025	\$ 58,733	\$ 61,442	\$ 64,174	\$ 66,894	\$ 69,614	\$ 72,318
D2	\$ 46,010	\$ 48,568	\$ 51,122	\$ 53,919	\$ 56,709	\$ 59,486	\$ 62,278	\$ 65,073	\$ 67,869	\$ 70,653	\$ 73,432	\$ 76,226
25 - 29 Years												
Grade E	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
E1	\$ 44,282	\$ 46,742	\$ 49,203	\$ 51,985	\$ 54,774	\$ 57,568	\$ 60,351	\$ 63,137	\$ 65,942	\$ 68,733	\$ 71,529	\$ 74,304
E2	\$ 47,279	\$ 49,904	\$ 52,528	\$ 55,403	\$ 58,269	\$ 61,121	\$ 63,996	\$ 66,866	\$ 69,736	\$ 72,599	\$ 75,458	\$ 78,321
30 or More Years												
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
F1	\$ 45,469	\$ 47,993	\$ 50,519	\$ 53,373	\$ 56,244	\$ 59,109	\$ 61,968	\$ 64,826	\$ 67,707	\$ 70,576	\$ 73,449	\$ 76,296
F2	\$ 48,544	\$ 51,240	\$ 53,937	\$ 56,888	\$ 59,833	\$ 62,757	\$ 65,708	\$ 68,655	\$ 71,605	\$ 74,540	\$ 77,477	\$ 80,416

APPENDIX D

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APPENDIX E

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APPENDIX F

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 G

AMENDMENT

AFSCME Employees Pension Plan

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, exclusion 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 Participant's non-forfeitable benefit under the provisions of ERISA.

APPENDIX H

Article 14 – 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 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
- d) death.

Revised Eligibility for Retiree Health Insurance

Effective September 1, 2006, the age and service requirement set forth in no. 3 is modified as follows:

Current Policy

Revised Policy (09/01/06)

Age 55 to 64 and 10 years of service

Change to 20 years of Service

Age 65 and 10 years of service

No Change

APPENDIX I



AFSCME®

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

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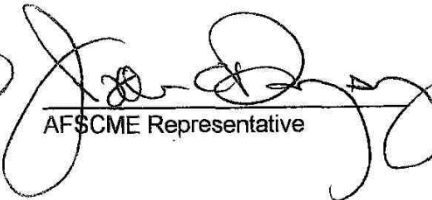
January 22, 1998

TO: USU Field Clerical Support Unit
FROM: AFSCME
RE: Conventions

Employees assigned to work at a convention will be compensated at their usual rate of pay for up to thirty-five (35) hours of work per week. In accordance with Article 7 of the Agreement, overtime will be paid at the rate of one and one-half (1½) times the regular hourly rate for all work performed in excess of thirty-five (35) hours. The other provisions of Article 7 shall not be applicable for convention work.

Bargaining unit members who accept an assignment will receive per diem, accommodations and travel expenses in accordance with AFSCME's established policies and this Agreement.


USU Representative


AFSCME Representative

SIGNATURE PAGE

**In witness whereof the parties have declared this agreement by signature.
This contract was ratified on November 22, 2023.**

**American Federation of State,
County and Municipal Employees**



William Lurye



Paula Cajra



Erin Young



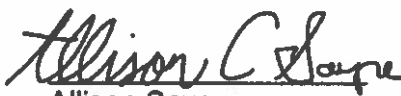
Tracy Taylor



Linda Bates

12/6/2023
DATE

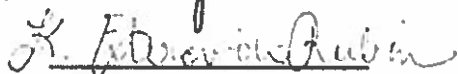
United Staff Union



Allison Sayre




Jennifer Garcia




Kyra Exterovich-Rubin



Alexandra Benjamin



Jesse Berney



Zillah Covelli



Dwan Cooper

12/05/23
DATE