

2019-2020
TEXAS AFT ASSOCIATE MEMBERSHIP PROGRAM
AND
TEXAS STAFF UNION CONTRACT

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**TEXAS AFT ASSOCIATE MEMBERSHIP PROGRAM
AND
TEXAS STAFF UNION CONTRACT**

This agreement is made and entered into as of July 1, 2019¹ between the TEXAS AFT ORGANIZING PROJECT (AFT, AFL-CIO), hereinafter referred to as "TEXAS AFT/AMP,"² "The Project," or "The Employer," and the TEXAS STAFF UNION, hereinafter referred to as "TSU" or "The Union." The agreement as set forth below supersedes and voids all previous agreements between the parties and WITNESSETH as follows:

PREAMBLE

The purpose of this agreement is to promote and ensure harmonious and constructive relations between the parties for mutual understanding, benefit, and progress toward mutually desired ends.

ARTICLE I – RECOGNITION

Section A. Recognition

1. The Texas AFT/AMP³ recognizes TSU as the exclusive bargaining agent for employees of the Texas AFT/AMP, described in ARTICLE I, Section B for the purpose of negotiating salaries, benefits, and working conditions.

Section B. Job Titles

1. This agreement covers Texas AFT/AMP employees in the following job titles: Organizer, Membership Support Specialist, Regional Secretary, and Service Representative.
2. If any newly created position not covered by this article is contended by The Union as being a part of the TSU unit, the Texas AFT/AMP and the TSU agree to abide by the ruling of the National Labor Relations Board.

¹ TSU Proposal 1_signed_7/23/2019_9:19AM

² TSU Proposal 1 see above.

³ TSU Porposal 2_Signed_11/06/2019_4:07PM_change Texas AFT/OP to Texas AFT/AMP

Section C.

1. There shall be no interference or attempt to influence the operations of The Texas Staff Union by The Employer and the supervisors of Texas AFT/AMP. Nor shall The Employer or its supervisors interfere with any TSU elections or employee's rights to participation in TSU matters.
2. Dues Deduction: upon an employee's voluntary written assignment, The Employer shall deduct from the earnings of such employee and pay to TSU during each pay period the agreed upon TSU membership dues, the amount to be deducted from the employee's earnings in accordance with the dues rate provided to the Texas AFT/AMP by the TSU president or treasurer. An employee's voluntary written assignment shall remain effective in accordance with the terms of such agreement.
3. TSU will provide the payroll department the account number that will allow Texas AFT/AMP the ability to electronically deposit dues directly into the TSU bank account.

ARTICLE II – UNION SHOP

Section A.

1. As a condition of continued employment, all employees of The Project covered by this agreement on its effective date shall remain members in good standing of The Union. All employees covered by this agreement who are hired after its effective date shall, no later than thirty (30) days following the date of their employment, become and remain members in good standing of The Union.
2. Every even year, the weekend of President's Day shall not have any work scheduled as that is the designated weekend for TSU elections and ARTICLE I, Section C. 1. will apply.
3. Whenever negotiations between The Employer and representatives of The Union are scheduled,
 - a. the representatives of The Union shall be relieved of any duty and assigned to The Project's headquarters with full pay.
 - b. During negotiations, the Employer shall pay expenses for up to three (3) members of The Union at the rate of mileage (if employee does not have car

stipend), per diem and hotel as provided in this contract for normally assigned duties up to maximum of five (5) days. ⁴

4. Union rights: Within reasonable limits, members of The Union are permitted to use equipment belonging to The Employer to communicate about TSU business. This includes laptop computers, office phones, Employer-issued cell phones, and Employer-issued email accounts. Members of The Union agree to restrict such use of Employer resources whenever possible to non-work time.

Section B. The Union Representatives.

1. The Project shall upon written notification from The Union, recognize the right of The Union to designate up to seven (7) union stewards, but no less than four (4) for the seven (7) regions in Texas.
2. The names of The Union Stewards shall be provided to the Texas AFT/AMP Director and the Administrative Services Coordinator on July 1st of each year or immediately after the elections of the Union Stewards by the TSU Membership.
3. TSU shall provide the Project Director and the Administrative Services Coordinator with the names of TSU officers in writing within 10 business days of officer's elections and/or appointment.
4. The Union Steward or an officer of The Union will be allowed one hour during training and/or new employee orientation to introduce the new hires to the Texas Staff Union.

Section C. Temporary or Contract Staff

1. Temporary employees and/or volunteers hired to assist in the project may work outside the bargaining unit for up to twelve (12) weeks within the Texas AFT/AMP.
2. Should a temporary employee's/volunteer's assignment need to go beyond a twelve (12) week period, The Employer will seek a waiver from The Union to extend employment outside the TSU Contract and beyond the twelve (12) week period.

⁴ Formatting TSU Proposal 3_signed_07/23/2019_9:28AM

3. The twelve (12) week work assignment may be continuous or not within a six-month period of the contract year. The first six months of each year starts the first day of July.
4. TSU recognizes that there may be positions funded by foundations, government, or department grants and such employees are excluded from the protections and benefits contained herein. Employees who continue employment after the expiration of said government, foundation, or department funding shall be considered regular employees subject to the probationary period defined in article VII of this contract unless the position is deemed to be supervisory or Lead level.
5. Should the temporary employee and/or volunteer work with the Texas AFT/AMP be made permanent, the employee shall be considered a regular employee subject to the probationary period defined in Article VII of this contract unless the position is deemed to be supervisory or Lead level.

Section D. Union Days

1. The TSU President shall be released for union business on paid leave for up to five (5) days per year.
2. The TSU President may designate those days to a TSU designee. Should additional leave be necessary the President may request additional time from the Project Director in writing.
3. All leave must be approved by the Regional Coordinator or the TSU President's direct supervisor.

Section E. Staff Meetings.

1. Texas Staff Union shall have the right to call an evening meeting beginning after five P.M. during any scheduled staff meeting day except the last day of a staff meeting ending at noon.
2. The scheduling of the membership meeting shall be mutually agreed-upon prior to the start of the staff meeting.
 - a. Formal/informal gatherings, not directly related to turf assignments, may also take place in the Regional Texas AFT/AMP office for work or union-related activities.

- b. It is understood that such gatherings shall not occur during the workday.
 - c. Such gatherings must be approved by the Regional Coordinators or Project Director(s). It is also understood that staff assumes responsibility for any damages that occur during such a staff gathering.
3. Employees covered by this agreement shall not be assigned or given any mandatory assignments except in emergencies to any other activity if TSU exercises its right to call a membership meeting.
 4. The Project Director(s) or designee will provide each member of the unit with a schedule of staff meetings fifteen (15) days prior to the scheduled staff meeting.
 5. The Project and TSU recognize the possibility for emergency Staff Meetings to be called in short notice, if a meeting is called out of the fifteen (15) window The Project will make every effort to accommodate a TSU meeting.

ARTICLE III – MANAGEMENT RIGHTS

Section A.

1. The Project retains the exclusive right to manage the affairs of The Project, including all management rights except as herein modified, including but not limited to: hiring, disciplining, discharging, directing, and transferring staff.

ARTICLE IV – JOB TITLES AND DESCRIPTIONS

Section A. Organizers

1. Organizers perform several duties, including but not limited to:
 - a. recruiting new members for Texas AFT;
 - b. identifying potential leaders and activists;
 - c. tracking the data associated with their work;
 - d. providing debriefs of work performed;
 - e. and providing weekly summaries of progress gained within their assigned turf.
 - f. To achieve the goal of the Project, organizers will be required to do direct contact with members and potential members. This includes, but is not limited to,
 - i. worksites visits,

- ii. home visits,
 - iii. phone calls,
 - iv. emails,
 - v. mailings,
 - vi. and social media.
- g. Organizers report directly to a Lead Organizer, where one is present, or directly to a Regional Coordinator where there is no Lead Organizer.
2. The Organizer's goals and benchmarks shall be set by management using the S.M.A.R.T. principle. The Organizer's assignment shall be Specific, Measurable, Attainable, Realistic, and Time-based.
 3. The Employer agrees to utilize uniform reports (assessment forms, weekly report forms, etc.) throughout the state. However, both parties understand that the work varies from place to place and in some cases, uniformity is not possible.
 4. The Employer shall give the employees access to the regional Texas AFT/AMP office to which they are assigned. The parties understand that the focus of the work is at worksites and generally in the field. The expectation is that office hours will be confined to those times when field work is not possible.
 5. The employee shall be able to access office and office resources (including but not limited to: regular office supplies, printer, fax machine, and internet access)
 6. The Regional Coordinator and Lead Organizer of each Region shall limit redundant requests for information that an organizer is required to prepare.

Section B. Membership Support Specialists

1. Membership Support Specialists provide basic membership support and interact with school districts for the collection of member dues.
2. Membership Support Specialists perform several duties in the Project Headquarters office in Austin, including but not limited to:
 - a. Open, deliver, and return mail as necessary
 - b. Assist in filing, shipping, and large mailings as assigned.
 - c. entering membership and dues processing in the database;
 - d. speaking directly with members and school districts who need assistance;
 - e. corresponding with members and staff;

- f. open, deliver, and return mail as necessary; vi. assist with filing, shipping, and large mailings as assigned;
 - g. answer phones, take messages, and direct calls appropriately;
 - h. and other clerical duties as assigned.
3. Membership Support Specialists report directly to the Administrative Services Coordinator.

Section C. Regional Secretaries.

1. Regional Secretaries are based in each of the regional offices and perform clerical duties to support organizing within the designated region, including but not limited to:
- a. Open, deliver, and return mail as necessary;
 - b. assist with filing, shipping and large mailings as assigned;
 - c. perform other clerical duties as assigned;
 - d. answer phones, take messages, and direct calls appropriately;
 - e. data entry;
 - f. office supply inventory and ordering;
 - g. collection and distribution of materials throughout the region;
 - h. assisting with meetings and event planning.
2. The Regional Secretary reports directly to a Regional Coordinator, but also takes some direction from the Administrative Services Coordinator as necessary for maintaining statewide consistency in clerical work.
3. Duties performed in support of Texas AFT/AMP Organizing Committee by Regional Secretaries should diminish as the Organizing Committee moves toward chartering, and end upon chartering. Regional Coordinators and the Administrative Services Coordinator will work with the Regional Secretary and the Organizing Committee Leadership to achieve this goal.

Section D. Service Representatives

1. They provide advice and assistance to Texas AFT members in a variety of ways, including but not limited to:
- a. Speaking directly with members about their concerns and

- b. providing advice over the phone;
- c. preparing grievances and
- d. other written correspondence;
- e. interacting with school administrators for the resolution of grievances or disciplinary actions;
- f. evaluating the merits of a case and
- g. advancing it to the next level, where appropriate; and
- h. some travel to attend hearings with Texas AFT members.
- i. Service Representatives report directly to The Project's Director or his/her designee.

ARTICLE V – HOURS OF WORK

Section A. Field-Based Job Titles

1. Organizers and Service Representatives are defined as a field-based job titles and are considered salaried employees. The daily schedules and the number of hours per week that these employees are required to work will vary based on the needs of the region in which they work.
2. The Employer agrees that every effort will be made to provide a consistent, reasonable, 40-hour work schedule when possible. Long days, evening work, and weekend work are ⁵ a necessary part of performing the job duties associated with organizing and servicing the members of Texas AFT.
3. Organizers are subject to assignment around the country in a formula representative capacity in accordance with the needs of the organization.
4. The Employer will make every effort to avoid employee work on a holiday weekend. If an employee is made to work on a holiday weekend the employee will be allowed to take comp time off within three months of the day worked.
5. The employees of Texas AFT/AMP agree to devote full time, in the usual sense of the word, to service on behalf of The Employer under direction of the appropriate supervisors as defined in Article IV Sections 1-5 and the Project Director(s)'s designee.

⁵ Management Proposal signed_11/08/2019_1:23PM Omitted the word "occasionally"

- a. The Employer will make every attempt to assign employees to a five (5) day work week. Situations requiring staff to work on weekends do arise and the employees recognize that they may be assigned to work on weekends.
 - b. If an employer assignment requires an employee to work on weekends, then such employee in the judgment of the Texas AFT/AMP will be entitled to time off for rest and rehabilitation when these conditions arise: the employee is required to work sixteen (16) consecutive days, s/he shall receive one rest and relaxation day to be used within three (3) months at the employer's discretion.
6. Each employee is guaranteed no fewer than a total of fifty-seven (57) unassigned Saturdays and Sundays per year in addition to the Saturdays and Sundays in the vacation and holiday schedules.
 7. The Employer will keep a record of all weekend days worked. Each employee will have access to his/her record.
 8. The employer shall make every effort to limit the amount of travel time needed for the employee to travel from their regional office to the site of their assignment.

Section B. Clerical Job Titles

1. Membership Support Specialists and Regional Secretaries are defined as clerical job titles and are considered hourly employees. The daily schedules that these employees are required to work will be set by The Employer in accordance with the needs of their region or department.
2. The standard work week for employees in this category will be 40 hours.
3. Clerical employees shall have a one (1) hour duty-free uninterrupted lunch period which may be taken on or off the premises. Employees shall also have one (1) fifteen-minute break in the morning and one (1) fifteen-minute break in the afternoon. The employee and their direct supervisor shall schedule the timing of these breaks.
4. Clerical employees shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. ⁶

⁶ TSU Proposal 5_signed_11/08/2019_1:29PM_To comply with Federal Labor Laws language was removed.

5. Clerical employees shall be given notice of overtime assignments as soon as possible.
6. Overtime work must be approved in advance by the Project Directors.

ARTICLE VI - PLACEMENT

Section A. All staff of Texas AFT/AMP are subject to assignment throughout the state.

1. Vacancies.

- a. When a vacancy occurs, it shall be opened for current employees within the Texas AFT/AMP.
- b. First consideration will be given to internal applicants when the position would mean a lateral movement by staff desiring to move to the new vacancy.
- c. Employees applying for a lateral vacancy shall submit to an interview process.
- d. Since the employee initiated the request to relocate, the expense of moving shall be incurred by the employee.
- e. If no one applies for the position internally before the deadline, or if the internal applicants are not selected due to the requirements of the new assignment, then the position may be filled by new recruitment outside of the TSU.
- f. Applicants shall be considered based on seniority and qualifications.

2. New Hires/Separations.

- a. When management hires a new employee, they will inform the TSU President in writing.
- b. Management will provide the following information within five (5) calendar days of the date of hire⁷ regarding the new employee:
 - i. first & last name,
 - ii. assigned region,
 - iii. job title,
 - iv. and their contact information.
- c. Upon the separation of an employee with the Texas AFT/Organizing Project, management will inform the TSU President within 5 days of that employee's

⁷ TUS Proposal 6_signed_08/29/2019_1:21PM

separation, and the reason for separation: stating if it was a resignation, retirement, medical, etc.

- d. A resignation in lieu of termination or a decision to terminate an employee shall be communicated with the TSU President within 48 hours.

Section B. Seniority.

1. Seniority, that principle of employment policy that accords certain benefits and privileges among employees based on length of service, is accepted and endorsed by the parties hereto.
2. Seniority shall be defined as length of full-time paid service in the employment of the Texas AFT/AMP. Service is inclusive of full-time paid service when the Texas AFT/AMP was known as Texas AFT/PEG.⁸
3. When service is not continuous, only those years in which the employee is employed by The Project shall count toward seniority.

Section C. Postings and Transfers.

1. The Employer agrees to notify all employees of any newly created positions by email or by letter to their home address, so that they may have the opportunity to apply.
2. Seniority shall be a significant factor in the filling of positions, but not the sole factor.
3. If the vacancy would mean a vertical move as in a promotion, then ARTICLE VI,⁹ Vacancies would apply.
4. If no one applies, then ARTICLE VI VACANCIES applies.
5. Internal candidates will always be interviewed if they apply.

Section D. Formula Rep Duty¹⁰

1. If Formula Rep assignments are made, the selection will be conducted on an equitable basis, taking into consideration the following factors:

⁸ TSU Proposal 7_signed_08/29/2019_1:22PM

⁹ TSU Proposal 8_signed_08/29/2019_1:36PM

¹⁰ TSU Proposal 9_signed_07/31/2019_6:47PM This is the creation of a new section in ARTICLE VI.

- a. campaign needs,
 - b. personal hardship to the member,
 - c. preferences of the member,
 - d. prior out of town assignments,
 - e. and professional growth opportunities.¹¹
2. When possible, Formula Rep opportunities shall be posted to notify all employees of these opportunities and if posted, a due date to submit bids will be posted as well.
 3. Employees shall have the opportunity to submit a bid for formula rep work. Formula rep assignments will be tracked, and this information will be made available to The Union upon request.
 4. All decisions on Formula Rep assignments will be made by the Project Director.
 5. While on Formula Rep duty every day is considered a workday.
 6. When a person is sick during formula rep the language in **ARTICLE V. Section A 5.b.** would not have been met since a sick day is considered a day off work.

ARTICLE VII – PROFESSIONAL DEVELOPMENT

Section A. The Employer will provide all necessary training for employees to perform their job duties as assigned, which will include:

1. Regional Organizing Support Administrators

- a. A newly hired Regional Organizing Support Administrator will be provided with a training manual which will include acronyms, cheat sheets, organizational charts, database assistance, and the technology needed etc. (Regional Organizing Support Administrator Training 101) within the first five (5) days of hire.¹²
- b. Four (4) to six (6) weeks after the start date of a new Regional Organizing Support Administrator the Administrative Services Coordinator shall visit the new Regional Organizing Support Administrator's location to answer questions, check on work accuracy, assist with problem solving, time management, and

¹¹ TSU Proposal 2_signed_08/29/2019_5:23PM

¹² TSU Proposal 12_signed_07/31/2019_7:12PM

other necessary issues that will assist the Regional Organizing Support Administrator in his/her job performance.

- c. If the Regional Organizing Support Administrator may need one more follow-up hands-on training by the Administrative Services Coordinator, the Regional Organizing Support Administrator may request this assistance through the Project Director.
- d. The Regional Organizing Support Administrator will be allowed to meet annually in Austin or another suitable location to review new processes, procedures, share ideas, resolve problems, receive training, professional development, and create conformity in their job duties.

2. Service Department.

- a. The Service Representatives will:
 - i) receive annual training on the most current laws, district policy & procedures,¹³ and systems for documenting,
 - ii) applicable membership database(s), and
 - iii) to learn best practices on fulfilling the membership needs.
- b. The Service Representatives will receive a mileage stipend, per diem, and be provided with hotel stays when necessary as determined by the Project Director's prior approval for staff development.
- c. conclusions from this annual meeting will be shared with the Project Director.

3. Organizers

- a. All newly hired organizers shall go through Essential Skills I and II provided by the AFT before the end of their second year anniversary date.
 - i. Both parties recognize that ESO is only offered at certain times of the year.
 - ii. If an employee is unable to attend their assigned essential skill dates during their first year of employment Management will have discretion as to when to provide the ESO I training.
- b. ESO II will be provided before the end of the second year of employment.

¹³ TSU Revised Proposal 13_signed_7/31/2019_7:16PM

- i. If an employee is unable to attend their assigned essential skills dates during their second year of employment Management will have discretion as to when to provide the ESO II training.
- c. All organizers will receive training on job expectations and general overview of The Mission and work of AFT and Texas AFT, and any other application they will be held accountable for in their job performance within the first six weeks of employment.
- d. The organizers will be trained on how to navigate Texas Education Agency website, district websites, applicable membership databases, Excel, TimeOut, how to submit expenses and any other tool that will assist them in recording, researching, and recruiting.

Section B. Training

1. When training is mandated by The Employer, employees shall be reimbursed for expenses incurred for travel, meals, and fees consistent with this agreement.

Section C. Education.

1. The Employer shall make every effort to offer staff an opportunity to broaden their experience and training.
2. Staff will be made aware of all training opportunities early enough to request the approval of The Project Director to attend and make necessary arrangements.
3. Upon the request of the Texas Staff Union and approval by The Project Director, an employee shall be provided with technical training up to \$400 per year for staff development. An application will be provided to the employee to request grant approval.¹⁴
4. Such requests will be considered on a rotating basis, and will not be unreasonably denied, consistent with organizational needs and budgetary constraints.

ARTICLE VIII – PROBATIONARY PERIOD

Section A. Probation.

¹⁴ TSU Proposal 26_signed_11/08/2019_2:24PM

1. All new employees covered by this agreement are required to serve a minimum probationary period of nine (9) months, with the option for management to extend the probationary period for an additional three months.
2. The probationary period runs from the date of hire until nine months, or in the case of an extension, twelve (12) months later to their first anniversary of their date of hire. During the probationary period, the employee may be terminated with or without cause, and shall not be entitled to the provisions described elsewhere in this agreement, including but not limited to:
 - a. notice of separation,
 - b. severance pay, or
 - c. progressive disciplinary procedures.

Section B. Probationary Employee Goals and Evaluations.

1. The probationary employee will be evaluated by their immediate supervisor after completion of six (6) months and before reaching the completion of nine (9) months.
2. If it is determined by the Employer that the employee has not met the Project standards of performance but does not deem immediate termination, then the probationary employee will be placed on a three (3) month growth plan.
3. This growth plan will outline the areas of performance that the probationary employee needs to improve upon. The goals of the areas of needed improvement will be presented to the probationary employee in writing ten (10) days of his/her probation being extended and explained so both parties come to an understanding.
4. The employee will have input in the growth plan. The growth plan must include objective goals, timelines, and the assistance management will provide for the employee to succeed.
5. The growth plan must be based on the S.M.A.R.T. principle: goals must be Specific, Measurable, Attainable, Realistic, and Time-based.
6. When the time line expires the employee would have completed their probationary period or will be terminated as per **ARTICLE VIII Section A.**

ARTICLE IX – PRIOR PRACTICES

Section A.

1. The Employer agrees that it shall not implement any policy affecting terms and conditions of employment which is inconsistent with this agreement.
2. The Employer shall negotiate any proposed policy adversely affecting terms and conditions of employment with The Union prior to its implementation.

Section B. Safe Working Conditions.

1. No employee shall be given a work assignment where there is specific knowledge of physical danger to health, life, or safety.
2. Employees should use their own discretion and supervisor direction during times of inclement weather with regard to travel.
3. Employees required to knock on doors may request to do so in pairs when safety is in question. All requests will be evaluated on a case by case basis.
4. The Employer shall reimburse for theft or damage of the employee's personal property from or in the office or while on assignment in an amount not to exceed \$200 in any one (1) year provided reasonable caution is taken. ¹⁵

ARTICLE X – GRIEVANCE PROCEDURE AND ARBITRATION

Section A. Grievance Defined

1. A grievance within the meaning of this Agreement shall be any complaint by one or more employees, which involves the interpretation or application of, or compliance with, the provisions of this Agreement.
2. All grievances shall be reduced to writing using a grievance tracking form and will identify the statement of the grievance as well as specify the remedy requested.
3. The current grievance form is attached and may be modified with mutual agreement of both parties.

Section B. Procedure.

1. Informal Step

¹⁵ TSU Proposal 21_signed_07/11/2019_1:40PM It is understood that a police report or insurance claim or some sort of documentation is needed for this report to request reimbursement.

- a. An employee having a complaint is encouraged to first attempt to resolve it informally with his/her immediate Supervisor at the time the incident giving rise to the complaint occurs, or as soon thereafter as is reasonably convenient. If requested by the employee, at this meeting there shall be a Union Steward made available either in person or via conference call.
- b. A memorandum shall be drafted by the appropriate supervisor to memorialize the discussion and resolution arrived at.
- c. If the employee is not satisfied with the result of the Informal Step, the employee may pursue the formal grievance process.

2. STEP 1. Grievance Level One

- a. If the matter is not settled at the Informal Step it shall be reduced to writing as a formal grievance and submitted to the employee's immediate supervisor by one of these forms:
 - i. certified mail and
 - ii. by internal Email and/or
 - iii. fax.
- b. The grievance shall be submitted within ten (10) working days of the event giving rise to the grievance (or the date on which such event should reasonably have become known) or the informal step response.
- c. The Immediate Supervisor will schedule a hearing within then working days after receiving the Level One Grievance Tracking Form. The Grievant and his/her Union Steward will be present at the hearing.
- d. Within five (5) working days of The Level One Grievance hearing, the immediate supervisor will provide the grievant and the Union Steward a written response by
 - i. certified mail and
 - ii. by internal Email or by
 - iii. fax.

3. STEP 2. Grievance Level Two.

- a. If the grievance is not resolved at the Level One it may submit to The Project Director as a Level 2 Grievance by one of these forms:

- i. certified letter
 - ii. internal Email or
 - iii. fax
- b. The grievance shall be submitted within ten (10) working days after receipt of the employer's step one response.
- c. The Project Director will schedule a hearing within ten working days after receiving the Level Two Grievance Tracking Form. The Grievant and the Union Steward will be present at the hearing.
- d. Within five (5) working days of the Level Two Grievance hearing, the Project Director will provide The Grievant and the Union Steward a written response by
 - i. certified mail
 - ii. internal Email or
 - iii. by fax.

4. STEP 3 Grievance Level 3.

- a. If the grievance is not resolved at Level Two, the Union may submit The Grievance Tracking Form Level 3 to the Regional Director and the President of Texas AFT by sending:
 - i. certified letter or
 - ii. an internal Email or
 - iii. fax.provided that such communication is sent within ten (10) working days of receipt of the Employer's Level Two response.
- b. Within ten (10) working days after receipt of the grievant's request, the Regional Director and the President of Texas AFT, shall schedule and hold a meeting or conference call with the grievant and his/her Union Steward in an attempt to resolve the grievance.
- c. Within five (5) working days of that conference call or meeting, the Regional Director and the Texas AFT President, shall provide the grievant and/or his/her Union Steward a written response by
 - i. certified mail or

ii. internal Email or

iii. by fax.

5. STEP 4 Arbitration

- a. If a grievance is not resolved to the Union's satisfaction at Level Three, The Union President may submit the grievance to arbitration, provided that a written request for arbitration must be sent by
- i. certified mail or,
 - ii. internal Email or
 - iii. by fax
- to the Regional Director and Texas AFT President within ten (10) working days after the date of mediation.
- b. An arbitrator will be selected in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS).
- c. The union and the employer shall select an arbitrator from a list of seven (7) arbitrators who shall be provided by the Federal Mediation and Conciliations Service.
- d. The hearing shall be held in a mutually agreeable location.
- e. The arbitrator shall render an award within thirty (30) days after the hearing has ended or briefs have been received, whichever occurs later. The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s).
- f. The fees and expenses of the arbitrator shall be borne equally by both parties. If one (1) party desires a transcript of the proceedings, the total cost of the transcription shall be borne by the party desiring the transcript. If the other party desires a copy, the cost of copying shall be borne by the requesting party. The parties agree that normally transcripts will not be requested.
- g. The employer agrees that it will apply to all substantially similar situations prior decisions of an arbitrator, which sustain an employee grievance. The Union agrees that it will not bring, continue, or represent any employee in any grievance that is substantially similar to a grievance previously denied by the

decision of an arbitrator. Furthermore, in the case of a cross-and-counter grievance involving the same facts, all may be collected in one procedure.

Section C. Miscellaneous

1. Texas AFT/AMP is completely opposed to bullying and will not tolerate it. It is entirely contrary to the values and principles we work and live by. All employees of this project have a right to work in a secure and safe environment. Texas AFT/AMP and The Union have a responsibility to contribute, in whatever way we can, for the protection and maintenance of such an environment.
2. The Employer will provide the union through their policy and procedures steps to help prevent bullying and outline procedures a victim or witness of bullying can take to report abuse without having to resort to the grievance process which is the last resort when dealing with issues or concerns. Anyone reporting abuse will be protected from retaliation.
3. The Texas AFT/AMP is against Harassment, Discrimination, Sexual Harassment, and Violence in the workplace. The Texas AFT/AMP will provide The Union steps through their policy and procedures to ensure a safe working environment, free of Harassment, Discrimination, Sexual Harassment, and Violence.
4. Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Timelines may also be extended to coincide with All-Staff meetings. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable.
5. A failure by the Union or employee at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.
6. A failure by the Employer, at any step of the grievance procedure, to schedule and hold a meeting or conference call, or to respond to a grievance within the specified time limits, shall result in the grievance being found in favor of the employee.
7. Grievants, delegates, and any employee necessary to the process, shall not suffer any loss of pay or reimbursement for travel or for time spent attending a mediation/arbitration hearing and/or participating in meetings or conference calls regarding the grievance. In the event a mediation or arbitration hearing is

conducted outside of the vicinity of the grievant's regular region of work, The Union shall pay the travel expenses of the grievant, Union Steward and any other union employees necessary.

8. Once an employee has filed a grievance, all subsequent notices and documents shall be sent to the designated Union Steward as well as the grievant.
9. The initial grievance and any appeals beyond the first step may, in lieu of being sent by certified mail or email, be served in person to the appropriate person in an agreed upon method which documents receipt.
10. A grievance involving disciplinary suspension or discharge shall go directly to the Second Step of the procedure.
11. Non-disciplinary grievances with respect to interpretation of the provisions of this Agreement and all class action grievances shall go directly to the Second Step of the Procedure.
12. For the purpose of this ARTICLE, the direct supervisor for the Organizer and the Regional Secretary shall be the Regional Coordinator. The direct supervisor for the Membership Support Specialist shall be the Administrative Services Coordinator. The direct supervisor for the Service Representative shall be the Project Director or his/her designee.
13. Evaluations are not tools for disciplinary action. When discipline is necessary for a nonprobationary employee, progressive discipline for improvement in performance and adherence to policy and procedures will be employed per this Agreement.
14. Any employee who has an informal meeting or participates in the process pertaining to possible grievance or who files a grievance shall not be retaliated against for having done so.
15. If The Union's steward cannot represent a member due to conflict, vacation, sickness, or an prolonged absence The Union has a right to designate a union steward from another region or a designee from within the TSU to represent the grievant.
16. If The Employer's hearing officer in any steps of the grievance process is unable to hear the grievance due to a conflict, vacation, sickness, or prolonged absence the Employer may designate someone to hear the grievance at any Level.

ARTICLE XI – VACATIONS AND HOLIDAYS

Section A. Vacation

1. Each employee covered under this agreement shall be entitled to vacation time with full pay on the following based on service with Texas AFT/AMP or any other Texas AFT affiliate or project shall count towards years of employment:

YEARS EMPLOYED	VACATION
Upon Employment	Two (2) Weeks Prorated
One to Two Years Employed	Three (3) Weeks Annually
Four or more Years Employed	Four (4) Weeks Annually

- a. An employee's vacation shall be taken at times approved by the immediate supervisor.
- b. Each employee shall submit a proposed personal vacation schedule by via TimeOut for the upcoming fiscal year.
- c. This schedule is to be free of choice and may be altered during the year as individual needs require, with the approval of the immediate supervisor.
- d. The immediate supervisor will give final approval on proposed personal vacation no later than dates outlined below.
- e. An employee may request vacation subject to the limitations in Section A. 1. Above by the following methods:
 - i. For vacation during the months of July 1st through December 31st request must be submitted into TimeOut by June 1st.
 - ii. For vacation during the months of January 1st through June 30th requests must be submitted into TimeOut by November 1st.
 - iii. If no changes to the vacation requests are made on items a and b above and a response by the immediate supervisor has not been received by July 1st and December 1st respectively, the vacation is approved.
- f. An employee may be allowed to take one day or consecutive days of vacation at a time. Approval shall not be denied because of the number of days requested but may be denied based on the needs of The Project.

- g. The vacation schedule can be viewed on-line, and it is the responsibility of the employee to check the schedule for accuracy.
- h. Vacation schedules are to be set by mutual agreement between the immediate supervisor, as defined in ARTICLE IV Section A-D, and employees holding the job title of Organizer, Regional Organizing Support Administrator, Membership Support Specialist, and Service Representative.
- i. If rescheduling an employee's scheduled vacation would result in irrevocable financial loss or serious disruption of a long-planned arrangement or other form of serious inconvenience, then the scheduled vacation may not be changed without the consent of the employee.
- j. Vacation shall be determined by seniority where employee (schedule) requests conflict, except that an employee rescheduling vacation at the employer's request shall not be denied his/her request because of seniority of another employee.¹⁶
- k. An employee whose vacation time includes a holiday shall not be required to take a vacation day on the holiday, if the holiday is listed as such under **ARTICLE XI Section B** of this agreement.
- l. Upon resignation or termination of employment, an employee, or his estate in case of death, shall receive, prorated¹⁷ unused vacation pay according to paid full-time service. If an employee who is advanced vacation days resigns or is terminated prior to accruing the used vacation days, the employee shall repay the Texas AFT/AMP for the advanced days at the employee's regular daily rate of pay.
- m. An employee may rollover unused vacation days with a maximum of seven (7) days. The maximum reserve, when including current vacation allowed, shall not exceed thirty (30) days.
- n. Vacation requests that are made for a Friday and/or a Monday will be understood that the employee is requesting vacation for a three or four-day weekend and cannot be made to work that long weekend unless specifically told in writing that approval does not include the Saturday or Sunday due to The Project work scheduled on those weekend days.

¹⁶ TSU Proposal 14_signed_07/31/2019_7:24PM item K was removed and item j became k.

¹⁷ AFT Proposal 3_signed_11/08/2019_1:24PM

Section B. Holidays

1. The following *Federally Observed days and holidays shall be granted to all employees with full pay:
 - New Year's Day*
 - Dr. Martin Luther King's Birthday
 - President's Day*
 - Good Friday*
 - Memorial Day*
 - Independence Day*
 - Labor Day*
 - Columbus Day*
 - Veterans Day*
 - The day before Thanksgiving Day
 - Thanksgiving Day*
 - The day after Thanksgiving Day
 - Ten working days as a Christmas/New Year's Eve Holiday (to be established by the Project Directors)
 - Two religious days
2. If a holiday, listed above lands on a Saturday, the holiday will be observed on the Friday before. If a holiday listed above lands on a Sunday, the holiday will be observed on the Monday after.
3. If the employee cannot take the approved holiday(s) on the actual holiday, the employee may schedule the holiday for a different time upon approval of the Project Director.

Section C. Compensation Days.¹⁸

¹⁸ TSU Proposal 27_signed_11/08/2019_2:33PM
named sections and received two holidays 1 to be determined by Project Director and 1 to be decided by region.

1. The parties agree that New Teacher Orientation and Convocations call for time worked above and beyond the normal workday. Affected employees will be granted two (2) compensation days.
2. An accounting of time worked during the New Teacher Orientation and Convocations period will be sent weekly to the Project Directors via email. The time period in which said compensation days can be used is to be determined by the Project Directors.

Section D. Personal Leave

1. The Employer shall grant up to four (4) days of personal leave.
2. For the term of the 2019-2020 contract only, the Monday and Tuesday before Thanksgiving will be honored as paid holiday.
3. For the term of the 2019-2020 contract only, there will be one Statewide holiday, and one holiday to be determined by each region.

ARTICLE XII – PENSION, INSURANCE, HEALTH AND WELFARE

Section A. Insurance, Health and Welfare¹⁹

- 1) For employees hired after July 1, 2012, The Employer agrees to pay the annual cost of major/medical hospitalization coverage for the employee and his/her spouse or domestic partner.
- 2) Employees will be enrolled in the health insurance program after sixty (60) calendar days of employment.
- 3) The Union may maintain an advisory committee on health, life insurance, and retirement issues.
 - a) The Employer agrees to meet with this committee and review these programs at mutually agreed times at a minimum of one meeting per year.

¹⁹ Revised TSU Proposal 15_signed_7/31/2019_7:27PM Created A Section A combining sections A-C and naming sections D Workers Compensation, E Sick Leave, F Pensions and G Sick Leave Bank.

- b) Should major changes to the health insurance plan occur, such as a change in pricing for family or individual, or a change in providers, The Employer shall inform the Union officers.
- c) For purposes of medical emergencies, the employee shall provide The Employer one or two legal adults contact information who can act in the best interests and on behalf of the employee for medical decisions.

Section B. Term Live Insurance.

- 1) The Employer agrees to provide each employee with a term life insurance policy in an amount not less than \$50,000 per employee, per year.
- 2) Upon the first week of employment, the employee will inform The Employer of his/her beneficiary.

Section C. Legal Representation

- 1) The Employer shall defend the employee and assume liability for any action which may be brought against the employee because of activities in the performance of duty that is consistent with the policies and practices of The Employer.

Section D Workers Compensation.

- 1. All employees covered by this agreement shall be covered by The Employer for worker's compensation.
- 2. Workers Compensation will be concurrent with FMLA.

Section E Sick Leave

- 1. An employee accrues sick leave days on a prorated basis, at the rate of 1.25 days per month, for a maximum accumulation of fifteen (15) days that year.
- 2. Employees hired prior to July 1, 2012 are allowed to accumulate sick days for a maximum accumulation of 90 days.
- 3. Employees hired after July 1, 2012 are allowed to accumulate sick days for a maximum accumulation of 50 days.
- 4. An employee will report absences from duty no later than 9:00 A.M. local time in two ways.

- a. An employee is required to request the absence via TimeOut and
 - b. to notify the Regional Coordinator or, for clerical employees in the Project Headquarters office in Austin, the Administrative Services Coordinator.
5. Employees absent more than three consecutive days or who take three sick days within a ten-day period must provide a doctor's note from his/her doctor indicating that the employee received treatment.
 6. Upon retirement or resignation, an employee shall be paid up to the maximum number of days of accumulated sick leave at one-quarter (1/4) the current daily rate of pay.
 7. Terminated employees, probationary employees, or employees who resign in lieu of termination, or employees who resign without giving 30 days notice²⁰ are not entitled to any payout of sick leave.
 8. If an employee has zero accrued sick leave days, they may submit a written request to receive an advance on sick leave days to the Project Directors.
 9. If an employee who is advanced sick leave days resigns or is terminated prior to accruing the used sick leave days, the employee shall repay the Texas AFT Project for the unaccrued used days at the employee's regular daily rate of pay.

Section F. Pensions

1. For employees hired prior to July 1, 2012, The Employer shall pay into a Pension Fund an amount equal to 10% of the employee's salary on a quarterly basis. These sums shall be paid to the designated retirement fund accounts within fifteen (15) days after the close of the quarter for which these sums were earned and/or paid.
2. For employees hired subsequent to July 1, 2012, The Employer shall pay into a Pension Fund an amount equal to 10% of the employee's salary on a quarterly basis, beginning from the date that the employee passes their one-year probationary period.
3. Employees may voluntarily contribute additional funds to their retirement. This will be done by the employee directly through the retirement plan provider.

²⁰ TSU Proposal 31 signed 8/29/2019 at 4:56PM

Section G. Sick Leave Bank

1. All TSU members actively employed in a non-probationary status with the Texas AFT/AMP are eligible to participate in the Sick Leave Bank.
2. Participation is voluntary and requires contribution to the bank
3. The Sick Leave Bank will be administered by an Approval Committee elected by TSU.
4. The size and proportion of the committee shall be determined by TSU.
5. The Approval Committee shall have the responsibility of
 - a. receiving requests,
 - b. verifying the validity of requests,
 - c. recommending approval or denial of requests, and
 - d. communicating its recommendation to the member and to the Texas AFT/AMP Project Director.
6. Any information, testimony, or documents that are provided to the Committee by the employee or their healthcare provider as supporting evidence for a Sick Leave Bank request will be kept strictly confidential. No one other than the members of the Committee and the Texas AFT/AMP Project Director will be given access to this information for any reason.
7. The Approval Committee will review and forward to the Texas AFT/AMP Project Director its final decision on all requests to to draw from the Sick Leave Bank within fifteen working days after receiving such requests.
8. All request to draw upon the Bank must be made within six weeks calendar days of the first date Bank usage is approved.
9. All requests must be made on the appropriate form and accompanied by a physician's statement proving limited abilities that do not fall under #28 of this Section.
10. In the case a member of the Sick Leave Bank is so incapacitated that they cannot personally apply for a grant, their application may be submitted to the Committee by their authorized agent or member of their family on their behalf.
11. Employee Contributions to the Sick Leave Bank will be indicated on the appropriate form.

12. All forms will be maintained by the Texas AFT/AMP Project Director and may be distributed during new employee orientations.
13. Forms will be available to TSU members in paper and electronic format upon request.
14. Forms shall be completed by the employee and returned to the Texas AFT/AMP Administrative Service Coordinator for processing.
15. A copy of the form will be kept in the employee's personnel file. Texas AFT/AMP will track the accrual of leave in the Bank and provide reports to the TSU president and the Project Director on a quarterly basis.
16. Employees wishing to cancel their contribution may do so by submitting a cancellation letter to the Administrative Service Coordinator.
17. Sick leave properly authorized for contribution to the Bank will not be returned if the TSU member.
18. Cancellation via written submission may be submitted at any time and the TSU member shall not be eligible to use the Bank as of the date the cancellation letter was received by the Administrative Service Coordinator.
19. The open enrollment period shall be from May 15th to June 30th of each year except for members returning from extended leaves which included the enrollment period and newly hired TSU members who will be permitted to enroll within thirty calendar days of reassignment or first workday.
20. Eligible employees who do not elect to join the Sick Leave Bank at the first opportunity afforded to them will not be permitted to join the Bank until the subsequent annual open enrollment period.
21. Any earned or available sick leave may be contributed to the Sick Leave Bank and shall be in whole days.
22. The annual rate of contribution for participants shall be at least one day of sick leave.
23. Members must use all available vacation days, sick leave, and annual personal leave before leave from the Bank.

24. Employees are eligible to receive exactly one grant from the Sick Leave Bank per fiscal year. For the purpose of this agreement, a fiscal year is defined as beginning on July 1st and ending on June 30th of the following year.
25. Leave grants from the Bank shall not exceed thirty working days per fiscal year, per Bank member. In cases where Sick Leave Bank grants and disability insurance are used concurrently, the total number of days an employee may use could be limited to fewer than 30 working days.
26. No employee shall be required, for the purposes of maintaining status in the Sick Leave Bank, to contribute more sick leave than other members.
27. The TSU officers may request additional days of contribution during the year if the Bank has less than twenty days.
28. Leave from the Bank may not be used for disabilities which qualify the member for Worker's Compensation benefits unless the member has exhausted all Worker's Compensation leave and his or her own accumulated vacation days, sick, and other annual leave.
29. When the Approval Committee may reasonably presume that an applicant for a grant or an extension of a grant may be eligible for disability through Texas AFT or Social Security, the Approval Committee will request that the applicant apply for the disability benefits.
30. If the Committee requests that an applicant also pursue disability insurance, then failure to apply would disqualify the applicant for Sick Leave grants.
31. If the applicant qualifies for disability insurance payments and the disability payments are equal to less than 100% of the employee's annual salary, Sick Leave Bank days may be granted to make up the difference.
32. Applicants for Sick Leave grants must show written documentation that their disability payments are equal to less than 100% of their annual salary.
33. In cases where disability insurance and Sick Leave Bank grants are being combined, applicants may only use Sick Leave Bank days to make up the difference in six weeks' pay, or three pay periods.
34. In no case will the granting of leave from the Bank cause a unit member to receive more than his or her annual salary.

35. If a unit member does not use all of the days granted from the Bank, the unused Sick Leave Bank days will be returned to the Bank.
36. Any of the following will cause the Sick Leave member to lose their use of the Bank:
- a. Termination of employment with Texas AFT or termination of eligibility to be a member of TSU
 - b. Suspension without pay.
 - c. A member's voluntary written cancellation of his or her membership in the Sick Leave Bank, as of the date the written cancellation was received by the Texas AFT/AMP Director.
 - d. A member's written authorization to discontinue annual contribution of sick leave days, as of the date the contribution comes due.
 - e. Any abuse or misuse of the rules of the Sick Leave Bank.
37. If the Sick Leave Bank is terminated for any reason, the days remaining in the Sick Leave Bank shall be distributed equally among the then current participants in the Bank.
38. Anyone eligible for FMLA is eligible for use of the Sick Leave Bank whether it is for personal or for care of a family member, spouse or significant other needing medical attention.

ARTICLE XIII – LEAVES OF ABSENCE

Section A. Parental Leave²¹

1. An employee shall be entitled to take a leave of absence for childcare upon childbirth or adoption of an infant for four (4) weeks at full pay, and thereafter return to his/her position under the same uniform terms and conditions as any other employee consistent with the agreement.
2. A pregnant female employee shall not be required to leave work but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs.

²¹ TSU Proposal 16_signed_07.23.2019_11:21AM Give names to sections A, B & C: Parental Leave, Leave Without Pay, and Bereavement Leave, respectively.

3. To be entitled to leave under this section, an employee shall inform the employer in advance of the intent to take leave and the approximate date he/she expects to return to work.
4. The employee has the option to utilize accumulated sick leave of up to (2) months, which includes the four weeks maternity leave pay for this particular leave.
5. Management will make reasonable accommodations for private use for express milking or private meetings.

Section B. Leave Without Pay

1. Leave without pay up to twelve (12) months may be granted to any non-probationary employee.
2. While an employee is on leave without pay, they may continue all insurance and retirement benefits as long as they pay the premiums and contributions for such plans as notified by The Employer.
3. At the conclusion of this leave, the employee shall be reinstated to the status which they held when leave began or to a comparable position without the loss of promotional opportunities or any other rights or privileges of employment and without loss of seniority.

Section C. Bereavement Leave

1. The employee shall be entitled to take a bereavement leave for up to five (5) working days upon the death of a member of the immediate or designated family, to include father, mother, sister, brother, grandparent (maternal or paternal), son, daughter, spouse, domestic partner, father-in-law, mother-in-law, and grandchildren.
2. Three (3) days of bereavement leave is allowable for brother-in-law, sister-in-law, niece, nephew, uncle, and aunt.
3. For the purposes of granting bereavement leave, The Employer shall make no distinction between a legally married spouse and a domestic partner.
4. Two (2) days of bereavement leave shall be granted upon the death of a member of the immediate household or such persons designated in writing to The Employer.
5. The Employer may request reasonable verification that the leave is needed.

Section D. Jury Duty

1. Employees called to for Jury Duty shall receive their regular salary during periods of such jury service less stipends, with the exception of meal and travel expenses, received for such service.

Section E. Benefits

1. Health benefits and the life insurance plan, as defined in this Agreement, shall be maintained for staff on approved paid leave.

Section F. Leave

1. Upon approval, and at the discretion of Texas AFT/AMP, any leave may be extended by utilizing any accrued but unused vacation, personal, or sick time.

**ARTICLE XIV – SALARIES, CONTINGENCY, AND EXPENSE
REIMBURSEMENT**

Section A.

1. The annual salaries for employees in Field-Based and Clerical job titles shall upon their anniversary date of hire, move from their current step to the other as follows:²²

Position	Salary 0-1 Year	Salary +1	Salary +2
Regional Organizing Support Administrator	\$37,000	\$40,000	\$41,250
Membership Support Specialist	\$42,000	\$43,500	\$44,750
Organizer	\$42,000	\$44,000	\$45,250
Service Representative	\$50,000	\$52,000	\$53,250

2. All pay increases are retroactive to July 1, 2019.
3. Salaries are contingent upon the continuation of the Texas AFT Project and minimum funding at the current levels.
4. If at any time Texas AFT and AFT decide to terminate The Project, The Employer will provide each employee with written notice of at least two months.

²² TSU Proposal 22_signed_11/08/2019_2:13PM

5. Employees who have been grandfathered in from Texas AFT/PEG will receive a salary increase of \$1,250.

Section B. Budget

1. The Project Directors or designee shall meet with the president of The Union prior to the submission of the annual budget request in order that The Union may have input concerning budgetary items including staffing and large capital outlays.

Section C. Payroll

1. Employees shall be paid on the 15th and the last day of each month.
2. If the payday falls on a weekend or a holiday, the employee shall be paid on the day preceding the weekend or holiday with the exception of December, during which payroll shall be paid without regard to the holidays involved.

Section F. Stipends

1. All employees in the Organizer position shall receive a vehicle expense reimbursement in the amount of \$700 per month to cover the cost of gasoline, oil changes, and regular vehicle maintenance.
2. All employees in the Service Representative, Membership Support Specialist and Regional Secretary positions shall be reimbursed at the maximum IRS rate for mileage driven in their personal vehicles on work assignments.
3. Mileage for Clerical Job Titles shall be counted from the office to the work assignment and back to the office.

Section G. Per Diem

1. All employees covered by this agreement who are required to travel overnight on a business trip will receive per diem as follows:
 - a. \$65 – Out-of-town assignments requiring an overnight stay with a departure to the assignment at 2:00pm or earlier, OR; arrival home from an overnight assignment later than 2:00pm.

- b. \$35 – Out-of-town assignments requiring an overnight stay with a departure to the assignment between 2:00pm and 8:00pm, OR; arrival home from an overnight assignment before 2:00pm.
2. Per diem shall cover all incidental and personal expenses including, but not limited to:
 - a. meals,
 - b. tips,
 - c. laundry,
 - d. dry cleaning,
 - e. internet charges, and
 - f. other incidental charges incurred by the employee in the performance of their duties
 - g. except for lodging and transportation.

Section H. Accommodations on Assignments

1. If an employee is assigned to a location greater than 300 miles distant from his/her home, that employee is entitled to transportation²³ furnished by The Employer and appropriate transportation upon arrival.
2. Provided that the budget allows for overnight stays, the employer will cover the cost of overnight stays only in cases where an employee's assignment will result in a round-trip of greater than 180 miles.
3. Overnight stays must always be approved in advance by the Regional Coordinator.
4. Organizers may not book their own overnight stays.
5. Requests must be processed by
 - a. The Regional Secretary after approval by the Regional Coordinator.
 - b. The Administrative Services Coordinator, if the assignment is out of the Region or state.

²³ AFT Proposal 4 signed_11/08/2019_1:27PM

Section I. Cell Phone

1. All employees are expected to maintain a cell phone with access to Microsoft Outlook for regular and prompt communication in the field. The Employer agrees to provide employees in Field Based positions with a \$100 expense reimbursement per month and all Clerical staff with a \$50 expense reimbursement per month to assist in the purchase and maintenance of a cell phone and data plan.

Section J. Reimbursements

1. Employee will not be reimbursed for expenses submitted later than sixty (60) days after an expense has been incurred.
2. The Regional Coordinator or their designee must sign and forward expense reimbursements or inform the employee of any decision to deny the expense within five (5) working days of their submission.
3. Expenses submitted beyond the end of fiscal year and calendar year deadlines will not be reimbursed.
4. All records must be bought up to date at the end of the fiscal year (through June 30th) and calendar year (December 31st) no later than August 1st and February 1st, respectively.
5. When the Clerical Employees or Service Representatives are assigned to duties outside of the office such as NTOs, Grievances, Lobby Day, workshops, or conferences, their mileage shall be calculated from the office to the worksite.²⁴

ARTICLE XV –PROGRESSIVE DISCIPLINE AND SEPARATION OF EMPLOYMENT²⁵

Section A.

1. Employees who have passed their initial probationary period shall not be subjected to suspension, dismissal, written reprimands or discipline except for just cause including but not limited to the following:

²⁴ Moved to ARTICLE V Section K is omitted and becomes part of Section J 5
see TSU Proposal 17_signed_07/31/2019_7:31PM

²⁵ TSU Proposal 30 Renamed and is no longer DISCIPLINE & DISMISSAL signed_08/29/2019_4:44PM

- a. Insubordination
 - b. Incompetence.
 - c. Engaging in Texas AFT internal politics
 - d. Deliberate public or work-related activity that discredits Texas AFT or its officers, or its affiliated locals or their officers, or conflicts with the policies of The Project. This shall not preclude consultation with an attorney.
 - e. Publicly endorsing or advocating any candidate for any local, state, or national AFT elective office.
 - f. Contributing funds or services toward the election of any candidate for any local, state, or national AFT elective office.
2. It is agreed that the Employer, its officers and/or its agents shall not solicit or cause employees to perform Texas AFT political activity as described in items above.

Section B. First Amendment Rights

1. All employees covered by this agreement shall have their job description and employment duties provided to them in writing by Texas AFT/AMP.
2. Texas AFT/AMP respects the first amendment rights of all employees.
3. In addition, The Project will not ask an employee to reveal their passwords or any other personal information in relation to the employee's social media accounts.
4. Employees recognize and understand that activity on social media accounts cannot be in violation of Section A and/or Section D of Article XV.

Section C. Progressive Discipline

1. In dismissal of employees, progressive discipline shall be used, except in cases in which progressive discipline is not appropriate because of the seriousness of the offense.
2. The following procedure may serve as the definition of progressive discipline.
 - a. Verbal Notification: A memorandum of understanding will state the discussed issue.
 - b. 1st Written Notification.
 - c. Suspension. The Employer has the discretion to determine whether such suspension shall be paid. At this step of the disciplinary process, employees

shall be counseled in a conference and, with consultation and feedback from said employee, be given a 30-day written plan for improvement that is both diagnostic and prescriptive and based on the S.M.A.R.T. program.

- d. Termination. If, after thirty (30) days, the employee has not met the goals outlined in the plan for improvement, the employee shall be given a letter of termination.

Section D. Progressive discipline shall not apply in cases involving serious offenses, including but not limited to the following:

1. Theft of union funds.
2. Revealing confidential information about The Project, Texas AFT/AMP, or one of its affiliates to a rival organization.
3. Political involvement in the internal political affairs of a local, Texas AFT/AMP or AFT.
4. Insubordination.

Section E. Separation of Employment.²⁶

1. The parties agree that there shall be thirty (30) days notice of intention to terminate employment on either side, except in cases involving a serious offense, for which neither progressive discipline nor prior notice of intention to terminate is required, and except in cases of probationary employment.
2. Up to (1) one month's severance pay may be provided in lieu of notice by The Employer. Pay that an employee receives while suspended with pay shall count towards any severance pay that may be due if the employee is ultimately dismissed.
3. The employee will receive their final pay checks at regular scheduled pay days. It will include earned prorated vacation and prorated sick days at 25%.
4. If the employee is owed retirement funds, they will be deposited at the quarterly date on a prorated basis,
5. If an employee fails to give (30) thirty days notice or has not reached a settlement agreement, they are not entitled for severance or sick leave pay.

²⁶ TSU Proposal 18_signed_11/08/2019_1:34 PM

Section F. Employment Discharge

1. An employee who has passed their nine (9) month or in the case of an additional three (3) month extension, probationary period, and is subsequently discharged by The Project shall have the reason in writing.
2. The discharge shall be appealable to the AFT Regional Director and Texas AFT President, and such appeals shall follow the timelines in **ARTICLE X, Section B.4.**
3. If an employee is suspended pending the hearing, it shall be with pay. Any salary paid shall count toward severance if the employee is terminated.

Section G. Staff shall have the right to have a Staff Union Representative present either in person or by conference call in any meeting that may result in discipline being imposed on that staff person.

Section H. Upon request, Texas AFT/AMP will give copies of all disciplinary action and/or evaluations to employees at the time said disciplinary action and/or evaluation is given.

Section I. For purposes of progressive discipline, a discipline shall be removed from an employee's personnel file after twenty-four (24) months from the date the discipline was given.

Section J. All parties recognize and agree to the principles of due process and equitable investigations when dealing with an employee's discipline, dismissal, grievances and files.

ARTICLE XVI – EMPLOYEE FILES

Section A.

1. The Employer shall maintain a personnel record for each employee of The Project.
2. An employee shall have the right, upon reasonable request, to view the contents of that personnel record or receive copies of materials pertaining to his/her employment.
3. Copies, at said employee's expense, will be sent to the employee or his/her designee.

Section B.

1. Any material adversely concerning an employee's conduct, service, character or personality, when discovered and placed in their files, shall be provided to the employee within (10) ten days of receipt. All anonymous letters and materials shall be excluded from an employee's files.
2. An employee will have ten (10) days to respond in writing to any materials referenced in **ARTICLE XVI Section B.1.**
3. The response will be placed in their file along with the information or materials that make allegations against the employee.
4. All anonymous letters and materials shall be excluded from an employee's files.

Section C.

1. No written material, except written material submitted by The Employer, concerning an employee's personnel record, may be used against such an employee in a disciplinary action unless said employee has had prior knowledge of its existence and had opportunity to respond consistent with the provisions of this article.
2. All written material directed to a member of The Union must indicate photocopies or carbon copies sent to other persons.

ARTICLE XVII – MOVING AS A CONDITION OF CONTINUED EMPLOYMENT

Section A.

1. Employees hired after July 1, 2012 who knowingly applied for a position that would require them to relocate and were subsequently offered the position will not be eligible for reimbursement from The Employer for moving expenses incurred.

Section B.

1. If an employee is required to relocate as a condition of continued employment, The Employer agrees to pay all moving expenses up to a maximum of \$2,000.00. This shall be limited to actual moving expenses which may include but not limited to:
 - a. moving truck,
 - b. boxes and supplies,
 - c. movers,
 - d. hotel stay during transition,
 - e. the cost of breaking a lease.
2. Moving expenses must be submitted no later than sixty (60) days from the date of transfer.

ARTICLE XVIII – NO STRIKES OR LOCKOUTS

Section A.

1. The Union and The Employer mutually agree that disputes, which may arise between them, shall be settled without resort to strike or lockout.
2. The Employer agrees it will not lock out employees during the term of this agreement and The Union agrees that there shall be no strikes.

ARTICLE XIX CONFIDENTIALITY

Section A.

1. The parties agree that any employee who is covered by this agreement and subsequently leaves the Texas AFT Organizing Project, either through retirement, resignation, or termination, will not share confidential or proprietary information regarding the Texas AFT Organizing Project with any party, including competing organizations, for a period of two years from the employee's last day of employment.
2. Confidential and proprietary information includes but is not limited to: lists of school district employees; lists of members, activists, or leaders within Texas AFT projects; contact information for any member or potential member of a Texas AFT project; specific information about current or future organizing campaigns in the Texas AFT project; strategic information; planning documents; and any other

information deemed vital to the operations of the Texas AFT Organizing Project or its affiliates.

ARTICLE XX – SAVINGS CLAUSE

Section A. If any portion of this agreement is declared null and void through rulings of the courts or action of a legislative body, all other provisions will remain in full force and effect for the duration of this agreement.

ARTICLE XXI – SUCCESSORS

Section A.

1. The agreement shall be binding upon The Texas AFT/AMP and its successors and assigns of The Employer.
2. Such successors and assigns shall provide terms and conditions of employment that are not less than those provided for in this agreement.
3. Any notice of termination may include a statement of the parts of this agreement or subjects upon which termination is claimed, and in such event termination or negotiation shall apply only to the parts of this agreement or subjects mentioned in the notice.
4. Service of such notice on the Texas AFT may be made personally or by registered or certified mail directly to the Texas AFT President and the Project Directors and to the Texas Staff Union by similar notice or its designated representative.

ARTICLE XXII – GRANDFATHER

Section A.

1. The Employer acknowledges that the elimination of the job description of Field Representative will affect many members of the bargaining unit. Current employees are encouraged to apply for all newly created job descriptions under this agreement and will be given first consideration for newly created job descriptions.
2. No employee hired before July 1, 2012 and placed in a new position will suffer a loss in salary as a result of the structural changes described in this document.

ARTICLE XXIII – LABOR MANAGEMENT COMMITTEE

Section A.

1. A Labor Management Committee shall be established consisting of two TSU officers and one union steward selected by the union and two representatives of the Texas AFT/AMP, one being the Project Director, and another designee.
2. The committee will meet quarterly.
3. Additional meetings may be scheduled if they are deemed necessary by the Employer and the Union. Dates for meetings shall be scheduled by mutual agreement.
4. The purpose of these meetings shall be to discuss, explore, and/or consider policy matters of substantial concern to the parties relative to the bargaining unit, provided neither party shall attempt to change, add to, or vary the terms of the contract.

ARTICLE XXIV – DURATION

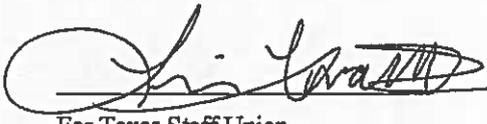
Section A. The terms and conditions of this agreement shall be in full force and effect from July 1, 2019 to June 30, 2020²⁷. Article IV and Article XIV can be automatically reopened sixty (60) days prior to July 1, 2020. Other sections of the agreement may be opened at the same time, upon mutual written agreement of the parties.



For Texas AFT/AMP

01-16-2020

Dated



For Texas Staff Union

Jan 16, 2020

Date

²⁷ TSU Proposal 29 signed_11/06/2019_time 4:05PM_Revised Proposal done for corrections.