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PREAMBLE

THIS AGREEMENT is made and entered into this 19th <sup>September</sup> ~~August~~ Day of ~~August~~, 2022 by and between SERVICES EMPLOYEES INTERNATIONAL UNION-FLORIDA PUBLIC SERVICES UNION hereinafter designated as the Employer, and THE WASHINGTON-BALTIMORE NEWS GUILD - COMMUNICATIONS WORKERS OF AMERICA LOCAL 32035 hereinafter designated as The Guild or the Union, for the purpose of governing their mutual business relationships concerning wages, hours and working conditions.

## ARTICLE 1 - RECOGNITION/JURISDICTION

### **Section 1. Recognition**

FPSU hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2.

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### **Section 2. Bargaining Unit**

The bargaining unit includes Senior Organizer, Lead Organizer, Organizer, both full-time and regular part-time, and any employees regularly performing the type of work normally performed within the bargaining unit. Excluded from the bargaining unit are supervisors, managers and confidential employees as defined by the National Labor Relations Act as well as Administrative Staff and part-time employees not employed as organizers.

### **Section 3. Jurisdiction of Work**

The type of work normally performed within the bargaining unit by employees covered in Section 1 above shall be performed by employees covered by this Agreement. However, nothing in this Article shall be interpreted as prohibiting FPSU managerial or supervisory employees from performing bargaining unit work from time to time.

### **Section 4. Employees**

Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the Guild bargaining unit.

ARTICLE 2- DUES CHECKOFF

**Section 1** - The Union and the Employer agree to the following arrangement regarding dues and COPE check off:

- A) The Union will supply the Employer with payroll deduction authorization cards for the payroll deduction of the Union dues as specified by the Guild.
- B) Monies so deducted shall be transmitted to the Union on or before the end of each month. Accompanied shall be a list of the employees and the amount deducted.
- C) COPE Check Off: Employer agrees to deduct COPE from employee's paychecks.

Article 3 - Employee Information Furnished to the Guild

**Section 1** Annual Employee Information

FPSU shall, upon request by the Guild not more frequent than annually, furnish the Guild, in writing or electronically, the following information in connection with employees represented by the Guild (items F through H will not be provided by the FPSU if an employee requests that such information not be disclosed to the Guild):

- A. name
- B. date of hire
- C. job title
- D. rate of pay
- E. work location
- F. date of birth
- G. ethnic group, if identified
- H. gender or gender identity, if identified
- I. home address

**Section 2** Employee Monthly Information

FPSU shall, upon request by the Guild but not more frequent than monthly, furnish the Guild, in writing or electronically, the following information in connection with employees represented by the Guild:

- A. new bargaining unit employees – including all the information required in Section 1.
- B. changes in job title for bargaining unit employees and effective date.
- C. salary changes for bargaining unit employees and effective date.
- D. resignations, terminations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates

#### ARTICLE 4- HIRING OF EMPLOYEES

**Section 1** – The Employer shall notify the Union of its intention to create new classifications within the bargaining unit and shall bargain the wages, hours, and terms and conditions of employment for any such classifications.

**Section 2-** The Employer agrees to notify the Union of new bargaining unit employees' orientation day(s) and allow a representative from the union thirty (30) minutes to speak to the new employee, without the presence of management. The representative from the union shall be granted excused time to meet with the new employee and shall not have their pay or their accrual of vacation, sick or comp and personal time penalized for conducting the aforementioned bargaining unit work, but such meeting shall not cause the representative to be entitled to, or cause the Employer to incur, any travel reimbursement or expense of any kind.-

**Section 3 - Job Posting** - Any vacancies that occur in the bargaining unit shall be posted internally and externally simultaneously. The employer shall not interview any external candidates until the job has been posted internally for at least ten (10) calendar days and shall include in any interview process all qualified internal candidates.

**Section 4** - Should an FPSU member be hired into a bargaining unit position while working as a temporary employee or member organizer, the employee's seniority will be retroactive to the day the employee started that assignment.

**Section 5 - Trial Period and Transfer Limit** - Employees who transfer job classifications within the bargaining unit shall be subject to a one hundred twenty (120) day trial period, during which time either the Employee or the Employer may decide to return the Employee to their previous job classification if that classification still exists. This period may be modified by mutual agreement between the FPSU and the Guild. The probationary period for a newly hired employee shall be one hundred eighty (180) days.

ARTICLE 5- LAYOFF AND RECALL

**Section 1** - If a reduction of bargaining unit employees or positions is necessary, the following procedure shall be followed:

**A** - Employees in the position to be reduced will be provided the opportunity to volunteer for the layoff. In the event an insufficient number of employees in the position to be reduced volunteer for layoff, employees in the position to be reduced shall be laid off in order of reverse seniority with the least senior employee being laid off first. Employees who are laid off shall be provided two weeks' notice in advance of such layoff and the FPSU shall ensure that health insurance coverage continues throughout the month following the date such notice is provided.

**B** - Except for employees who volunteer for a layoff, laid off employees shall be placed on a recall list for 180 days.

**C** - Any notice of re-employment eligibility to an employee who has been laid off shall be made to the Guild and the employee eligible for recall. The employee must respond within ten (10) days of the date notice is provided by the FPSU. If the employee does not respond within that time frame, the employee will be removed from the recall list.

**D** - An employee on layoff status with recall rights may apply for and, if offered, accept any limited duration (including internship) position with the FPSU while on the recall list. This will not remove the employee from the recall list for permanent reassignments and will not affect the employee's recall rights in any way.

**Section 2** - For the purposes of this Agreement, an employee's seniority shall be calculated to include all years of service, or fractional parts thereof, with the Employer unless otherwise provided in this Agreement.

## ARTICLE 6- DISCIPLINE

**Section 1** - The Employer shall use progressive discipline. No employee shall be disciplined without just cause. The steps of progressive discipline shall assist the employee with performance and/or behavioral improvement where appropriate. Performance Improvement Plans with regular check-ins may be instituted for any employee given a final warning, or at prior steps as determined necessary by the Employer.

**Section 2** - There will be one official personnel file for each employee, which will contain disciplinary notices and evaluations. Disciplinary Notices for disciplinary actions less severe than a suspension shall be deactivated and not considered for purposes of progressive discipline thirty-six (36) months after date of issue.

**Section 3** - The employer shall honor an employee's rights under NLRB v. J. Weingarten, Inc., 420 US 251 (1975). The employer shall advise an employee of such rights prior to questioning as part of a formal investigation.



## ARTICLE 7 – Grievance/Arbitration Procedure

### **Section 1. Grievance Definition**

A grievance shall be defined as any dispute relating to the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement). If a bargaining unit employee or group of bargaining unit employees, or the Guild, has a grievance, it shall be adjusted according to the procedure below:

#### **Grievance Procedure**

##### **A. Step 1**

A grievance shall be filed in writing with the employee's supervisor or designee within fifteen (15) business days of the date the incident becomes known or should have become known to the Employee or the Guild, whichever date is earliest. The written grievance shall specify the nature of the grievance, the contractual article(s) and specific section(s) alleged to have been violated, and the requested remedy. FPSU agrees to hold a Step 1 grievance meeting, electronically or in person, within ten (10) business days of the date the grievance is filed. Such meeting should include the grievant(s) and a steward of the Guild. FPSU shall respond in writing within ten (10) business days of the Step 1 grievance meeting.

##### **B. Step 2**

If not resolved at the Step 1, the Guild shall have ten (10) business days after the FPSU's denial to request, in writing, a Step 2 meeting by filing such request with the Director of Organizing. FPSU agrees to convene a Step 2 meeting, electronically or in person, within ten (10) business days of the written Step 2 request. FPSU shall respond in writing within ten (10) business days of the Step 2 meeting.

### **Section 2. Arbitration**

If no settlement of the grievance is reached in Step 2, the Guild may, within thirty (30) calendar days of the date of the FPSU's denial at Step 2, submit a written demand for binding arbitration to FPSU. Within the same 30 calendar day time frame, the Guild shall also request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Guild will request

a panel of arbitrators from the metropolitan area surrounding the FPSU's office in Palm Beach County, Florida. The parties will select an arbitrator by alternately striking names. All fees, costs, and expenses billed or charged by the arbitrator shall be paid by the party that loses the arbitration, with the arbitrator deciding, as part of the arbitrator's opinion, which party lost. Each party shall be responsible for its own fees, costs, and expenses associated with representation of the party in the arbitration proceedings, witnesses to be called at the arbitration, or preparation for the hearing. In the event either party requests a transcript of the hearing, the parties shall be responsible for the costs of their own copy of the transcript and the losing party, as determined by the arbitrator, shall be responsible for the cost of the copy provided to the arbitrator. In the event the reporting service that created the transcript demands payment prior to issuance of the award, the parties will split the cost of the arbitrator's copy of the transcript and the losing will reimburse the prevailing party for its share of that cost within thirty (30) days of the date the arbitrator issues the opinion.

**Section 4. Deadlines**

FPSU and the Guild may mutually agree to extend the deadlines set out in each step of the grievance and arbitration procedure. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension or an untimely grievance shall not be precedential.

## ARTICLE 8- UNION REPRESENTATIVES

**Section 1** - Union Representatives shall have the right to contact employees at work regarding matters concerning this agreement at any reasonable time so long as such contact does not interfere with the work being performed by any employee involved in the contact or communication.

**Section 2** - Bargaining unit employees may act as union stewards on paid time. Stewards shall be allowed reasonable release time to present grievances during work time provided that the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to do so. One employee shall be allowed to attend arbitration proceedings on paid time as the representative of the Union. In addition, an individual grievant shall be allowed to attend arbitration proceedings on paid time so long as the individual grievant continues to be employed at the time of the proceedings and the grievance is not general in nature such that it affects more than one employee.

**Section 3** - Subject to availability and upon reasonable request by the Guild, FPSU shall provide space on its premises for meetings of bargaining unit employees at mutually agreeable times. The Guild's Steward shall be allowed to utilize the FPSU's e-mail system or video conferencing system, if available, to contact employees in the bargaining unit represented by the Guild about Guild business so long as such use does not incur any additional expense or cost for the FPSU.

**Section 4** - Up to three bargaining unit employees shall be allowed to participate in contract negotiations during work time, but shall not be eligible for any travel expense reimbursement in connection with such attendance.

**Section 5** - Employees of the FPSU function as agents of the FPSU. Consistent with the objectives of the FPSU, bargaining unit employees must refrain from activity which will interfere with the internal affairs of the FPSU. Such prohibition shall include refraining from organizing, or attempting to organize, in any way any employee in (1) a bargaining unit represented by the FPSU or (2) a potential bargaining unit within the jurisdiction of the FPSU. Similarly, in connection with any internal election conducted by the FPSU, bargaining unit employees are prohibited from engaging in any political campaigning on behalf of or in opposition to any candidate. This policy is not intended to, and does not, interfere with any rights an employee may have as an individual member of the FPSU, such as voting in an election, or any Section 7 rights of any employee.

**Section 6** - A Joint Labor-Management Committee, comprised of two (2) Union- appointed members and two (2) management-appointed members, shall meet at least once per quarter to discuss, in a non-binding manner, issues of concern to either party including, but not limited to, workplace assignments, workload, and the review the overall economic health of the organization. This Committee shall be established within sixty (60) days of the effective date of this Agreement.

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**ARTICLE 9 – NON-DISCRIMINATION**

**Section 1** – Neither the Union nor the Employer shall discriminate on the basis of color, religion, national origin, ethnicity, disability, pregnancy, age, marital status, parental status, genetic predisposition or carrier status, sex or sexual orientation, gender or gender identity, military or veteran status, protected activity, or immigration/citizenship status (with the understanding that the FPSU will comply with any applicable laws regarding the same).

ARTICLE 10- INCLEMENT WEATHER CONDITIONS

**Section 1** – The working hours of bargaining unit employees shall be modified in the same manner as all other employees of the FPSU with regard to working during inclement weather or declared emergencies.

ARTICLE 11- HOURS OF WORK AND COMPENSATORY TIME

**Section 1-** The parties recognize that the work hours of employees will be long and irregular and will include nights and weekends. In the event an employee is required to report for work for two hours or more on more than three (3) weekend days in a month, that employee will be granted an additional day off from work for each weekend day worked above three (3) weekend days in a month. Any day off granted pursuant to this Article must be used by the employee within sixty (60) days of the date the time off is granted and shall have no cash value. Employees shall be allowed at least one break of 30 consecutive minutes within their workday at a time that does not interfere with the work being performed.

ARTICLE 12- PERSONAL TIME

**Section 1-** In recognition of the long, irregular hours and emotional taxation of organizing work, bargaining unit employees will be granted five (5) paid personal days per year. Such days shall be scheduled in the same manner as vacation leave.

**Section 2- Use -** To encourage organizers to use their personal days and tend to their wellbeing outside of work, personal days expire at the end of the calendar year in which they are awarded and have no cash value. These days are intended specifically to provide time away from work.

**ARTICLE 13 – NON-EXPECTED DUTIES**

**Section 1** – The parties agree that bargaining unit employees will not be required to perform the following duties:

- A. Except for Lead Organizers, disciplining or evaluating other FPSU employees;
- B. Disciplining or evaluating Organizers-In-Training employed by the International Union; or
- C. Out of state assignments not assigned by the FPSU.



## ARTICLE 14- EXPENSE REIMBURSEMENT

**Section 1- Eligible Expenses** – FPSU shall reimburse employees for work-related expenses associated with parking and tolls and, when pre-approved in writing by the employer, meeting expenses, postage, and office supplies.

**Section 2- Expense Reports and Report Submission** - Employees will be provided with a weekly or monthly expense report forms to document incurred expenses. The completed form, along with original receipts for the expenses requested for reimbursement, must be submitted to the employee's supervisor or designee for approval and payment.

**Section 3- Reimbursement Timeline** - Upon receiving an employee's expense reimbursement request, the employer has 30 days to process the request and reimburse approved expenses. Employees have 45 days after an expense is incurred to request reimbursement, after which, the employee is no longer eligible to seek reimbursement.

**Section 4- Airline Travel** - When an employee is required to travel by air, the Employer will book airline travel reservations on the employee's behalf. The Employer will ask the employee their preferred departure and arrival times for their journey and shall attempt to satisfy the employee's preferences whenever possible. The union, and the employee, recognize and respect that the employer may be forced to disregard employee preference for departure and arrival times due to cost.

**Section 5- Group Meals** - When it becomes necessary for an employee to take other people to meals for business purposes, whether out-of-town or in their working area, the expense shall be reimbursed to the employee if pre-approved in writing by the employer.

**Section 6- Overnight Accommodations** - The Employer shall book all lodging arrangements on behalf of the employee. The employee shall be eligible for overnight lodging under the following circumstances:

- If an employee must travel one hundred and seventy-five (175) miles (one way) from home for an approved meeting or event that starts at 9:30am or earlier on the following day, they shall be eligible for lodging the night before.
- If an employee must travel one hundred and seventy-five (175) miles (one way) from home for an approved meeting or event and they are unable to arrive home before 10:00pm after the event has concluded, they shall be eligible for lodging that day.
- If an employee must travel fifty (50) miles or more (one way) from home for an approved meeting or event which will last for two or more days, they shall be eligible for lodging for

the duration of the meeting or event. On the final day, if the employee is unable to travel home before 10:00pm after the conclusion of the meeting or event, they shall be eligible for lodging that day.

- If an employee is on extended assignment out of state, they shall be eligible for lodging for the duration of their assignment.
- Employees shall be booked utilizing double occupancy when available. In the event double occupancy stays are available and an employee desires single occupancy, the employee may stay in a single occupancy room if the employee pays the difference in cost between double occupancy and single occupancy.

The Employer shall only cover the cost of lodging and taxes. The Employer shall not pay for or reimburse the cost of incidentals, or personal costs such as in-room movies, room service, or liquor.

In the event an employee does not travel as anticipated, the employee shall immediately notify the Director of Operations or designee so that travel arrangements can be canceled as soon as possible. In the event an employee fails to notify the Director of Operations or designee that the employee will not travel, the employee shall be responsible for the cost of unused travel or lodging arrangements.

**Section 7- Meal and Incidentals (Per Diem)** - Employees will be paid, when spending the night away from home on work-related business, a combined meal and incidental expenses (M&IE) rate based on the following travel times:

<b><u>Time of Departure</u></b>	<b><u>Time of Return</u></b>	<b><u>Meal</u></b>	<b><u>Amount Reimbursed</u></b>
Before 6:30 a.m.	After 11:00 a.m.	Breakfast	\$12.00
Before 11:00 a.m.	After 1:30 p.m.	Lunch	\$21.00
Before 5:15 p.m.	After 8:30 p.m.	Dinner	\$27.00

No receipts are required to claim the M&IE per diem, except hotel receipts, which must be submitted with travel & expense form to verify out of town, overnight stays.

If any of meals is provided for the employee during an out of town stay, meetings, etc., the amount for the Breakfast, Lunch or Dinner provided must be deducted from the total Per Diem request.

**Section 8- Office Supplies** - Whenever possible, the Employer shall purchase office supplies. In circumstances where a purchase must be made immediately, employees must get prior authorization from their supervisor or designee before incurring the expense.

**Section 9- Parking** - FPSU will reimburse for daily parking outside of the employee's primary work location

**Section 10 – Car allowance** Bargaining unit employees shall be provided a car allowance based on assigned region of work as follows:

West and Central Regions: \$8,320 per year/\$320 per pay period  
East Region: \$9,880 per year/\$380 per pay period  
Multiple Regions: \$10,920 per year/\$420 per pay period

**Section 11 – Phone** Employees who do not use an FPSU cell phone shall receive a phone reimbursement of \$75 dollars per month. Any Senior Organizer, Lead Organizer, or Organizer employed at the time of ratification of this Agreement who has not, at that time, been assigned an FPSU cell phone may, within 30 days of ratification of this Agreement by both parties, elect to be assigned an FPSU cell phone rather than receive the reimbursement provided herein. All newly hired bargaining unit employees shall choose whether to have an FPSU cell phone or receive the reimbursement provided herein within 30 days of date of hire. Any bargaining unit employee who has, now or in the future, an FPSU cell phone, may choose, at the end of the contract period for that cell phone but prior to the renewal of that contract, to return the FPSU cell phone and instead receive the phone reimbursement provided above.

**Section 12** – In the event the FPSU requires an employee to permanently relocate from their existing work location to another work location more than 150 miles away, the FPSU will reimburse, in accordance with this Article, actual moving expenses of up to \$1,000.

## ARTICLE 15- HOLIDAYS

**Section 1-** Each calendar year, FPSU shall give employees time off with pay for the following holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Friday before Easter  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous People's Day (Second Monday in October)  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Last working day before Christmas  
Christmas Day  
Birthday (Floating Holiday)

**Section 2- Birthday Floating Holiday** - Bargaining unit employees will be granted a personal holiday with pay (8 hours) to be taken on employee's birthday or on another day of the employee's choice. The employee must submit their request for use of their personal holiday to their immediate supervisor at least one week before the date requested, and approval of the same shall not be unreasonably denied. This floating holiday must be taken within the calendar year and cannot be carried over into the following calendar year.

**Section 3- Holiday Observations** - In the event that any of the listed holidays falls on a Saturday, the preceding Friday shall be observed. In the event that any of the listed holidays falls on a Sunday, the following Monday shall be observed.

**Section 4-** Employees who are required to work on a holiday shall be automatically granted an additional day off, regardless of the actual number of hours worked that day. Requests to use such additional day off shall be submitted at least one week prior to date requested off, and approval of the same shall not be unreasonably denied.

ARTICLE 16- VACATION

**Section 1-** Employees shall accrue vacation, dating from the date of initial hire, at the following rates:

<b>Length of Employment</b>	<b>Vacation Time Accrued</b>
6 Months	10 Days per year
1 year	10 Days per year
2 years	12 Days per year
3 years	15 days per year
4 years	15 days per year
5 years	15 days per year
6 years	15 days per year
7 years	20 days per year
8 years	25 days per year
9 years+	25 days per year

**Section 2-** Accrued vacation time shall be awarded to the employee on the anniversary of their initial date of hire. Employees may carry 80 hours of vacation time from one year to the next and any hours in excess of the 80-hour threshold shall be forfeited prior to the employee's next annual allotment being awarded to the employee.

**Section 3-** In the event that a recognized holiday occurs during an employee's vacation, such employee shall not have their vacation day deducted for that day and shall, instead, be paid for the holiday.

**Section 4-** Employees must request vacation time off at least five (5) days in advance of the first day of vacation to be used. Such request shall not be unreasonably denied.

**Section 5-** Compensated periods of absence from work shall be considered as time worked in the computation of vacation credit.

**Section 6 -** All accrued but unused vacation time shall be cashed out when an employee ends their employment with the employer.

## ARTICLE 17- PARENTAL LEAVE

**Section 1 General.** Eligible employees will be allowed time off to care for a newborn child or a newly-placed adopted or foster child as provided under the Family and Medical Leave Act ("FMLA"), and this Agreement.

**Section 2 - Paid Leave.** Full-time employees who have been continuously employed at FPSU for at least one (1) year are eligible for six (6) weeks of paid parental leave within the first ninety (90) days prior to and/or following the expected birth or adoption of a child (who is not already a step child).

**Section 3 Use.** Parental leave, paid or unpaid, must be used within twelve (12) months of the birth or placement of a child.

**Section 4 Use of Other Paid Leave.** Employees must use accrued vacation, sick and personal leave during any unpaid leave. However, employees may not use vacation, sick and personal leave to extend the maximum paid and unpaid leave periods provided in this Article.

**ARTICLE 18- SICK LEAVE, BEREAVEMENT LEAVE,  
LEAVES OF ABSENCE, JURY DUTY**

**Section 1- Sick Leave Accrual** - Employees shall be granted one-half (1/2) day of sick leave for each two weeks' pay period, for a yearly total of thirteen (13) days. Sick leave shall be accumulated to a maximum of sixty (60) working days.

**Section 2- Sick Leave Use** - Employees may use sick leave for medical appointments and for illness of their spouse/partner or children up to eighteen (18) years of age. In extraordinary situations approved by their immediate supervisor, an employee may use sick leave for an illness of the employee's immediate family irrespective of age. Sick leave may be taken only after the two-week period in which it is accrued. Sick leave may not be taken in increments less than a full working day except for medical and dental appointments for the employee, their child or spouse/partner as specified above, or for illness of a child or spouse/partner, unless an employee becomes ill during working hours.

**Section 3- Jury Duty** - If an employee is called for jury duty or as a witness by court subpoena in connection with a work-related matter, the employee shall be given full pay. A copy of the original notice must be submitted to the Director of Operations. Employees shall remit to the employer any monies received for jury duty except for the reimbursement of expenses reimbursed by the court. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable and provide proof of such jury service or court appearance and time spent associated with same.

**Section 4- Military Leave** - Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use vacation or personal leave for this purpose, at their own discretion.

**Section 5- Compassionate Leave** - Employees shall be allowed five (5) days compassionate leave without loss of pay in the event of a death in their immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, grandfather, grandmother, son, daughter, stepchildren, stepmother, stepfather, foster parent, spouse, domestic partner, sister, brother, sister-in-law, brother-in-law, spouse's grandmother or grandfather or any other blood relative living under the same roof. Employees shall be allowed one (1) day of compassionate leave without loss of pay in the event of death of an Aunt or Uncle. The family members included in the definition of immediate family because of relationships by marriage (i.e. "in-laws") will also be considered part of an employee's immediate family when the relationship is through domestic partnership.

**Section 6- Definition of Domestic Partner** - For the purpose of clarity in using any eligible leave for the care of an employee's domestic partner, the Employer recognizes that A domestic

partnership may be a person either of the opposite sex or of the same sex as the employee and must be a person who:

- Has been in a relationship as a spouse-equivalent with the Employee for at least 12 consecutive months
- Is at least 18 years of age
- Has the same principal place of abode with the Employee for the full year
- Is financially interdependent with the Employee as evidenced by joint bank accounts or credit accounts, common ownership of a motor vehicle, etc.
- Is not related to the Employee by blood or marriage (as defined by federal law)
- Is not married to, or the domestic partner of, any other person.

**Section 7-** An employee returning from an approved leave of absence shall be guaranteed to return to the same or equivalent position and shall be entitled to his or her same pay plus any across-the-board increases given during their leave.

**Section 8-** FPSU recognizes that victims of domestic violence, sexual assault, stalking and dating violence may need time off to obtain or attempt to obtain a protection or restraining order or any other legal assistance to help ensure his or her health, safety, or welfare or that of his or her child. FPSU will work in collaboration with the employee to provide reasonable and flexible leave options when an employee or his or her child is a victim of domestic violence, sexual assault, and/or stalking. FPSU will work with the employee to provide paid leave first before requiring an employee to utilize unpaid leave.

An employee must provide reasonable advance notice to the FPSU of the need to take time off unless advance notice is not feasible.

FPSU will maintain the confidentiality of a person who requests leave under this policy, to the extent allowed by law.

FPSU will also provide reasonable accommodations for a victim of domestic violence, sexual violence, or stalking who requests an accommodation for the safety of the victim or to maintain his or her work performance while at work. Reasonable accommodations may include the implementation of safety measures, a transfer, a reassignment, a modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting any violence that occurs in the workplace, a safety procedure, another adjustment to a job structure, workplace facility, or work requirement in response to the violence, or referral to a victim assistance organization.



**Section 9- Unpaid Leave** FPSU shall grant up to four months of leave without pay and/or part-time employment during any twelve-month period for one or more of the following reasons:

1. The birth of a child of the employee;
2. The placement of a child with the employee for adoption or foster care; or
3. To provide care for a seriously ill spouse, domestic partner, child, or parent.

When an unpaid leave of absence exceeds thirty days, the employee shall not accrue or earn holiday pay, vacation leave, sick leave, seniority, or health benefits at FPSU's expense.

**Section 10** – The FPSU reserves the right to investigate allegations of improper uses of leave.

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## ARTICLE 19- DONATED LEAVE BANK

**Section 1-** The Employer will allow employees to transfer accrued leave, as described herein, to a shared Donated Leave Bank. The leave in the Donated Leave Bank may be accessed by an employee who has exhausted accumulated leave while recuperating from an extended and continuous illness or injury. The Donated Leave Bank may be accessed by bargaining unit employees.

**Section 2-** Donations can include up to 16 hours of accumulated vacation and/or sick leave annually per bargaining unit employee. When an hour of leave is donated, the hour shall be converted to a dollar amount equal to one hour of the donating employee's current rate of pay (current annual salary divided by 2,080) with such dollar amount being credited to the leave bank. Additional donations may be allowed at the discretion of the President of the FPSU in the instance of a particular catastrophic event or injury.

**Section 3-** All donated leave will be pooled and the receiving employee may draw from the donated leave bank up to two hundred and forty (240) hours per year, which limitation may be expanded by mutual written agreement between the FPSU and the Guild.

**Section 4-** All donated leave will be paid at the receiving employee's rate of pay.

ARTICLE 20- HEALTH & WELFARE, VISION, DENTAL, PRESCRIPTION

**Section 1** - The Employer shall continue to provide Health, Vision, Dental and Prescription plans for employees and their eligible dependents, including, as defined in the plan, domestic partners. The Employer shall pay the same portion of insurance costs for bargaining unit employees as it pays for non-bargaining unit employees of the FPSU. The employer shall provide coverage under the International Union's affiliate coverage Plan L, or its future equivalent, unless otherwise agreed in writing by the Union and Employer. Further, the FPSU shall be allowed to modify the coverage level, currently Plan L, if the annual premium increase is greater than five percent (5%), so long as the coverage level provided to bargaining unit employees is the same coverage level provided to all other employees of the FPSU.

## ARTICLE 21- RETIREMENT PLAN

**Section 1** - The Employer shall continue the current retirement plans for the benefit of the employees. However, the FPSU shall have the unilateral right to re-open this Article and/or Article 22 for additional bargaining if the FPSU's required contribution to the Service Employees International Union Affiliates' Officers and Employees Plan or Successor Plan is greater than twenty five percent (25%).

**Section 2** - The Employer shall provide the following two (2) retirement plans:

- A) Service Employees International Union Affiliates' Officers and Employees Plan or Successor Plan. Rate set by the plan.
- B) Florida Public Services Union 401K Retirement Plan.

ARTICLE 22- Salary

**Section 1** – Effective July 1, 2022, and for the life of this Agreement, and until a successor agreement provides otherwise, each bargaining unit employee employed on the date of ratification of this Agreement shall be paid an annual salary according to the following pay schedule:

Senior Organizer	\$61,800
Lead Organizer	\$51,500
Organizer	\$49,440

Employees hired into the bargaining unit on or after the date of ratification of this Agreement shall be paid an annual salary that is 5% below the annual salary for the position held by the employee for the first twelve (12) months of employment. Effective with the first pay period beginning on or after the employee's first anniversary of their date of hire, the employee shall be paid the regular annual salary for their position as specified above.

**Section 2** – Any employee who demonstrates oral or written fluency in a language other than English, and who is required to use such other language in the course of their assigned duties, shall be paid an incentive of \$35 per pay period. Employees are limited to one incentive for languages other than English.

**Section 3** – The salary increases contained within Section 1 above shall be implemented effective with the first payroll period beginning on or after the date this Agreement is ratified by the bargaining unit. In the paycheck for that first payroll period beginning on or after the date of ratification, each of the then-current bargaining unit employees shall be paid any retro pay due pursuant to Section 1 above along with a one-time, lump-sum bonus of \$3,600 for Senior Organizers, \$3,000 for Lead Organizers, and \$2,880 for Organizers. Such bonus payments shall be paid in the same manner as earned salaries.

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## ARTICLE 23- PROFESSIONAL GROWTH AND DEVELOPMENT

**Section 1** - Within six (6) months of signing this collective bargaining agreement, FPSU agrees to develop, and begin implementation of, the following trainings:

a) Onboarding Training

Which shall cover, at a minimum, background information for the FPSU and internal, administrative paperwork and procedures. During this training, management will provide the employee with a copy of this collective bargaining agreement, if not already provided.

b) Organizer Training

Which shall cover, at a minimum, a welcome packet/introduction to the organizers turf, the fundamentals of handling grievances and arbitrations, information to help identify and develop leaders, workplace mapping, organizing committees, and organizing conversations.

**Section 2** - It is recognized by the parties that the above trainings are important to the success of the FPSU and its employees, particularly for those employees with no prior labor experience. The FPSU shall provide at least the Onboarding Training to all new hires. For newly hired employees with no prior labor experience, the FPSU shall also provide the Organizer Training. Newly hired employees with prior labor experience shall have the option of undergoing the Organizer Training. All employees who are switching positions shall have the option of receiving the training applicable to their new role. All trainings should be conducted as soon as practicable after hiring or job change, but no later than ninety (90) days after hiring or job change.

**ARTICLE 24- PERSONNEL RECORDS AND EMPLOYEE EVALUATIONS**

**Section 1- Personnel File** - All written material pertaining to an individual bargaining unit member shall be kept in one (1) central personnel file.

**Section 2- Personnel Records** –

- 1) Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluation, contained in the personnel file of such employee.
- 2) The Union or any employee may challenge the accuracy or propriety of such material and/or evaluations by filing a written statement in the personnel file.

**Section 3** – Employees shall be provided a written evaluation of their performance at least annually.

**ARTICLE 25 – MISCELLANEOUS**

Section 1 – The Employer agrees that it will not direct employees to cross a picket line established by any labor organization affiliated with CTW or the AFL-CIO.



#### ARTICLE 26- SEVERABILITY

Section 1 - In the event that any provision of this Agreement is declared invalid by any final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any provisions invalidated in this Agreement shall be renegotiated by the parties hereto prior to the expiration of the Collective Bargaining Agreement.

## **ARTICLE 27 – SUCCESSIONSHIP**

**Section 1** - Subject to appropriate confidentiality agreements, before any affiliation or merger (hereinafter "successors") of the Employer, the Employer shall advise the Guild in writing, with as much advance notice as possible, of the contemplated affiliation or merger.

**Section 2** – In the event of such a contemplated affiliation or merger, the Employer shall meet with the Guild to receive input concerning the transaction. The Employer shall use its best efforts to have the successor party similarly meet with the Guild.

**Section 3** – The parties acknowledge their obligation to engage in effects bargaining as required by law. The parties further agree to meet and confer concerning successionship and/or assigns issues.

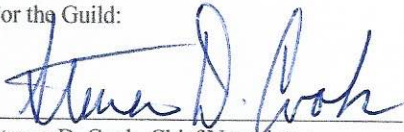
**ARTICLE 28 – TERM OF AGREEMENT**

Once executed by the parties and ratified by the bargaining unit, this Agreement shall be in full force and effect from the date of such ratification through June 30, 2025, and shall be renewed from year to year unless either party serves notice to the other of its intent to renegotiate this Agreement no later than ninety (90) days prior to expiration of this Agreement. The terms of this Agreement shall remain in effect during any negotiations for a successor agreement.

Either party may reopen Article 22 (Salary) for additional bargaining in June 2023 and/or June 2024 by serving upon the other party written notice of the request to reopen Article 22 for additional bargaining.

Provisions establishing a time frame for implementation on or after the effective date of this Agreement shall be implemented within such specified time period from the date this Agreement is executed by both parties. For example, the establishment of the Joint Labor Management Committee shall be completed within 60 days of the date this Agreement is executed by both parties.

For the Guild:



Steven D. Cook, Chief Negotiator

For the FPSU:



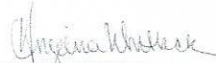
Alphonso Mayfield, President



Joseph Brenner, Dir. Organizing/Bargaining



Afifa Khaliq, Chief of Staff



Angelina Whitbeck, Operations Coordinator

Date:

3/3/23

Date:

2/14/2023

Ratified by the bargaining unit on  
the ~~19th~~ day of ~~August, 2022~~ *September, 2022*

Attest: *Henry D. Cook*