

2023 – 2025
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 October 13, 2023 between the TEXAS AFT ORGANIZING PROJECT (AFT, AFL-CIO), hereinafter referred to as "TEXAS AFT/AMP," "The Project," or "The Employer," and the Washington-Baltimore News Guild chartered by The News Guild-Communication Workers of America as Local 32035 /TEXAS STAFF UNION, hereinafter referred to as "TSU," "the Guild", 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 1 - RECOGNITION

Section A. Recognition

1. The Texas AFT/AMP 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 and Membership Support Specialist.
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

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 2 - 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.
 - c. Negotiations may take place in person or over a virtual platform such as Zoom by mutual agreement of the parties.
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.
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 Project Director 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 seven (7) days prior to the scheduled staff meeting that will require travel. Meetings held virtually or by phone conference will not require the seven day's notice.
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 3 - 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.

Section B.

1. It is understood that the rights of management shall be deemed to be limited only by provisions of this Agreement, memorandums of understanding or other written instrument evidencing an agreement between the parties and not by implication or construction. The failure of Texas AFT to exercise its full right of management or discretion on any matter or occasion shall not be a precedent or binding on Texas AFT, nor the subject or basis of any grievance, nor admissible in any grievance hearing.

ARTICLE 4 - JOB TITLES, DESCRIPTIONS AND WORK EXPECTATIONS

Section A. Organizers

1. Organizers perform several duties, including but not limited to:
 - a. facilitating member-run campaigns meant to build worker power based on issues provided by members;
 - b. assisting in creating a culture of rank and file union organizing in Texas AFT;
 - c. recruiting new members for Texas AFT and engaging members in union activities;
 - d. identifying and training potential leaders and activists to be organizers at their worksites and in their district or other domain, including online;
 - e. tracking the data associated with their work;
 - f. providing debriefs of work performed;
 - g. and providing no more than weekly summaries of progress gained within their assigned turf (except for in cases of special working conditions such as a blitz).
 - h. 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.
2. Organizers report directly to a Lead Organizer, where one is present, or directly to the Project Director.
 3. 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.
 4. Employer agrees to utilize, as much as possible, uniform reports throughout the state; however, reports vary by assignment.
 5. 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 employee and their Lead Organizer and/or Project Director will review weekly work plans that outline goals, objectives, work assignments, and work locations. The Lead Organizer and/or Project Director will approve weekly work plans.
 6. 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, and an adequate, safe and dedicated working space). Prior to any grievances being filed related to this item, employees should bring matters to a Labor Management Meeting to seek resolution.
 7. The Project Director and Lead Organizer shall limit redundant requests for information that an organizer is required to prepare. It is understood that some assignments and campaigns may provide different reporting requirements
 8. Texas AFT AMP and TSU shall meet at least once per year to review and align paperwork, information, and reporting requirements based on the needs of the organizing assignments.

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

ARTICLE 5 - HOURS OF WORK

Section A. Field-Based Job Titles

1. Organizers are defined as a field-based job title 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 their assignment.
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 a necessary part of performing the job duties associated with organizing and servicing the members of Texas AFT/AMP.
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. When an employee that is covered by this bargaining agreement is required to work twelve (12) consecutive days, s/he shall receive at least one rest and relaxation day to be used within three months at the employee's discretion.
6. The Employer will keep a record of all weekend days worked. Each employee will have access to his/her record.
7. The employer shall make every effort to limit the amount of travel time needed for the employee to travel from their office to the site of their assignment.
8. Texas AFT /AMP will attempt to limit redundant requests for information and the number and length of written reports that TSU field staff must prepare. The Labor Management Committee shall meet no later than 90 days after the effective date of this agreement to identify a common system for all TSU field staff to report on progress toward their goals.

Section B. Clerical Job Titles

1. Membership Support Specialists and Regional Organizing Support Administrators 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
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 6 - 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 hire 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 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.
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, 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 Duty.

1. If Formula Rep assignments are made, the selection will be conducted on an equitable basis, taking into consideration the following factors:
 - 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
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 5. Section A 5.b.** would not have been met since a sick day is considered a day off work.

ARTICLE 7 - PROFESSIONAL DEVELOPMENT

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

1. **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 1 training.
 - b. ESO II will be provided before the end of the second year of employment.
 - 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, the approved employer approved leave time system, 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.
4. Such requests will be considered on a rotating basis, and will not be unreasonably denied, consistent with organizational needs and budgetary constraints.

Section D. Evaluation

1. Evaluations are not tools for disciplinary action. When discipline is necessary for a non probationary employee, progressive discipline for improvement in performance and adherence to policy and procedures will be employed per this Agreement according to Article XV.
2. If performance is assessed as unsatisfactory or in need of improvement, a 30-day Coaching Plan will be created.
3. The Employee will be given the opportunity to identify the tools needed to be successful, and together with their supervisor, will create a Coaching Plan. The Coaching Plan will clearly identify goals and objectives based on the S.M.A.R.T program. The employee and the supervisor will develop a timeline to provide feedback and review. At the end of the Coaching Plan, the supervisor and employee will meet to review progress towards the goals.
4. If after 30 days the employee has improved based on the Coaching Plan, they will return to a normal work plan.
5. If improvement was not made, the employer shall determine whether an extended Coaching Plan is needed or consider moving the employee to the Progressive Discipline steps based on competency (as identified as just cause). If placed on Progressive Discipline, the employee will move to a Final Written Warning and 30-day Performance Improvement Plan.

ARTICLE 8 - PROBATIONARY PERIOD

Section A. Probation.

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 (3) months. The Employer will notify TSU of its intent to extend an employee's probationary period.
2. The probationary period runs from the date of hire until nine (9) 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 9 - 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. When an Employee has reason to be concerned about the endangerment of their personal safety, they should raise those concerns

with their supervisor. The Employer shall investigate and work with the employee to take appropriate action.

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 shall first attempt to engage a Texas AFT member to work with them. If a member is not available or if assigned work happens during normal Teacher working hours, they will be assigned a staff or part-time staff person to work with them upon request.
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.
5. 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.
6. Texas AFT will maintain the Texas AFT Code of Conduct during the term of this contract. Employees will be informed of this policy and any other procedures to prevent harassment and bullying during their orientation or during their first three (3) months of employment, whichever comes first.

ARTICLE 10 - 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. The informal step is Level 1 of the Grievance Procedure.**
 - 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.

STEP 2. Grievance Level Two.

- a. If the grievance is not resolved at the Informal Step it shall be reduced to writing as a formal grievance and be submitted 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.

Step 3. Grievance Level Three.

- a. If the grievance is not resolved at Level Two, the Union may submit The Grievance Tracking Form Level 3 to the 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 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 Texas AFT President shall provide the grievant and/or his/her Union Steward a written response by
 - i) Certified mail
 - ii) Internal Email
 - iii) or by fax.

STEP 4 Arbitration

- a. If a grievance is not resolved to the Union's satisfaction at Level Three, The Guild 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 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 or virtual space.
- 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. Steward Rights

1. Up to three (3) designated stewards or officers of the Union may utilize up to four (4) hours a month a reasonable amount of work time without loss of pay to confer with an affected employee with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this agreement. This includes but is not limited to interviewing witnesses, reviewing documents, or preparing materials to process a grievance.
2. Any meeting between any Employer' official and a Union steward concerning a matter for which remedial relief may be sought, including but not limited to all steps of the grievance process, shall be held on work time.
3. Grievants 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. Each party shall bear expenses associated with presenting the grievance, including but not limited to travel expenses.
4. 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.

Section D. Miscellaneous

1. 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.
2. 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.

3. 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 automatically elevated to the next level in the process.
4. 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.
5. 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.
6. 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 within the TSU to represent the grievant.
7. 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 11 - 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 of 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 the employer approved system 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 the employer approved system by June 1st.

- ii.) For vacation during the months of January 1st through June 30th requests must be submitted into the employer approved system 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 or Membership Support Specialist.
- 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.
- 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, prorated 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.

Section B. Holidays

1. The following shall be granted to all employees with full pay:
 - New Year's Day
 - Dr. Martin Luther King's Birthday
 - President's Day
 - *Memorial Day
 - Independence Day

- Labor Day
 - Veterans Day
 - The day before Thanksgiving Day
 - Thanksgiving Day
 - The day after Thanksgiving Day
 - Ten working days as a Winter Holiday
 - Birthday of Individual Employee should it fall on a regular work day.
2. If a holiday listed above lands on a Saturday, the holiday will be observed on the Friday before. If a holiday lands on a Sunday, the holiday will be observed on the Monday after. If a birthday lands on a holiday the employee will be granted another day off.
 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 Texas AFT president or their designee.

Section C. Personal Leave

1. The Employer shall granted up to four (4) days leave for religious observance.
2. If an employee works to mobilize members to attend a Solidarity Day (ie, Cesar Chavez Day, Indigenous People's Day, Juneteeth or similar civic days), then upon the approval of the Texas AFT president or their designee, that employee will be granted a day off for mobilizing and participating on that Solidarity Day.
3. An employee whose vacation time includes a holiday shall receive an additional day of vacation.
4. All employees shall be granted three (3) Personal Days.
5. The parties agree that New Teacher Orientation and/or Convocations call for time beyond the normal workday. Employees covered by TSU representation that work up to or beyond six consecutive Back-To-School events within the designated black-out period will be granted up to two (2) compensation days commensurate to the assignment of the individual determined by the Department Director.

ARTICLE 12 - PENSION, INSURANCE, HEALTH AND WELFARE

Section A. Insurance, Health and Welfare

1. The Employer agrees to pay 100% of the annual cost of major/medical hospitalization coverage for the employee and one of the following: his/her spouse, his/her/domestic partner, or employee's dependents. The Employee agrees to pay the difference between Employee and Spouse coverage and the Family Coverage plan.
2. A dental coverage and prescription drug plan will be provided for employees and one of the following: his/her spouse/domestic partner, or employee's dependents at the current premium (as of Aug 1, 2020). Any increase in premium cost will be shared equally by employee and employer.
3. Employees will be enrolled in the health insurance program the first day of the month following the start of employment when practical.
4. 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
 - 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 Life 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 and Emergency Leave.

1. An employee accrues sick leave days on a prorated basis, at the rate of 1.5 days per month, for a maximum accumulation of eighteen (18) days that year. . Sick leave may be used in cases of personal or family illness, to improve mental health, or in emergency circumstances (such as natural disasters or loss of a loved one).
2. Employees are allowed to accumulate sick days for a maximum accumulation of 50 days.
3. 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 the employer approved system and
 - b. to notify their immediate supervisor.
4. Employees absent more than three (3) consecutive days or who take three (3) sick days within a ten- day period may be required to provide a doctor's note from his/her doctor indicating that the employee received treatment, or an equivalent authentication notice approved by the Director of Operations or their designee.
5. 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.
6. Terminated employees, probationary employees, or employees who resign in lieu of termination, or employees who resign without giving 30 days' notice are not entitled to any payout of sick leave.
7. In the event of personal catastrophic illness, the employee will use all accumulated leave and vacation time. If leave and vacation days total less than forty-five (45), leave may be extended to a maximum of forty-five (45) days upon approval of the

employer. The employer may request verification of inability to work.

8. 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. 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 all new hires, The Employer shall pay into a Pension Fund an amount equal to 10% of the employee's salary after one (1) year of employment. Upon the employee's anniversary date, the employee will be vested, and those dollars accrued will be retroactively provided to the employee's retirement account.
3. Employees may voluntarily contribute additional funds to their retirement. This will be done by the employee directly through the retirement plan provider.

ARTICLE 13 - LEAVES OF ABSENCE

Section A. Parental Leave

1. An employee, upon the birth or adoption of a child, shall be permitted to take child rearing leave of up to eight (8) weeks with pay and four (4) weeks without pay without loss of seniority or benefits. All leave time taken under this provision shall run consecutively with FMLA and all other leave provisions.
2. A pregnant employee shall not be required to leave work but shall be allowed to work as long as they are capable of performing the duties of their job and as long as her physician concurs.
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 and/or vacation leave of up to (2) months to extend their parental 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 nonprobationary 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 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 APT/AMP, any leave may be extended by utilizing any accrued but unused vacation, personal, or sick time.

ARTICLE 14 - 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.
- 2. All employees covered by this contract shall be paid using the same salary schedule.

	SALARY 0-1 YEAR	SALARY +1	SALARY +2	SALARY +3
FY 23 –24 EMPLOYEES	\$48,641	\$50,751	\$52,070	\$53,372
FY 24-25 EMPLOYEES	\$50,100	\$52,274	\$53,632	\$54,972

- 3. All employees covered by this contract before October 3, 2023 will receive, in one lump sum, a one-time stipend of \$500.
- 4. Salaries are contingent upon the continuation of the Texas AFT Project and minimum funding at the current levels.
- 5. 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.

Section B. Budget

- 1. The Project Directors or designee shall meet with a committee 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 \$500 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 tap will receive per diem as follows (Section G not applicable for use where the employer provides for direct billed expenses for food/lodging):
 - 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 transportation 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 the Operations Department or Lead Organizer.

Section I. Cell Phone and Wifi Stipend

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 a \$75 expense reimbursement per month to assist in the purchase and maintenance of a cell phone, and a data plan or other necessary technology.

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 employee's supervisor 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 brought 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 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.
6. The Project seeks to limit employees paying for expenses out of pocket. Employees should always seek to have the Project pay directly.

ARTICLE 15 - PROGRESSIVE DISCIPLINE AND SEPARATION OF EMPLOYMENT

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. Just cause includes but is not limited to the following:
 - a. Insubordination
 - b. Incompetence.
 - c. Intentional Dishonesty
 - d. Engaging in Texas AFT internal politics
 - e. 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.
 - f. Publicly endorsing or advocating any candidate for any local, state, or national AFT elective office.
 - g. 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. Texas AFT/AMP respects the first amendment rights of all employees.
2. 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.
3. 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. Final written warning or Suspension. The Employer has the discretion to determine whether to issue a final written warning or issue a suspension and whether such suspension shall be paid. If the employee is suspended without pay, the employee has the option of using accrued vacation pay if available.

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. Serious or repeated acts of insubordination
5. Gross Incompetence or gross negligence.

Section E. Separation of Employment.

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.
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.

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 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. After twelve (12) months, the employee may make a request to have the discipline reviewed and removed from the employee's personnel file with the presence of a shop steward per the employee's request.

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 16 - 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 their employment.
3. Copies, at said employee's expense, will be sent to the employee or their 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.

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 17 - MOVING AS A CONDITION OF CONTINUED EMPLOYMENT

Section A.

1. Employees who knowingly apply for a position that would require them to relocate and are 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 \$3,000. 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.
3. If an employee is required to relocate as a condition of continued employment, the Employer will give them no less than ninety (90) days' notice absent extraordinary circumstances.
4. In the event that a bargaining unit position is eliminated through the closure of a project or some other economic circumstance, the Employer will give at least six (6) months notice to the Guild and to affected employees. During the first forty-five (45) days following the initial notice, the Employer and the Guild will meet to discuss the situation and attempt to identify alternatives to the layoff or reduction in force, including but not limited to relocation opportunities.
5. If reductions in force occur within a specific project, layoffs shall be by seniority within job classifications.
6. If the employer cannot give six (6) months notice, affected employees shall receive up to 30 days (6 weeks of salary) and three (3) months continued health insurance coverage at the Employer's expense or until otherwise insured.

ARTICLE 18 - NO STRIKES OR LOOKOUTS

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 lookout.

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.

Section B.

3. No union member shall be expected to cross any picket line and shall not be penalized or retaliated against by the Employer in any way for refusing to cross a picket line as long as the matter does not violate federal law regarding secondary boycotts.

ARTICLE 19. 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 20 - 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 21 - 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 APT 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 22- INFORMATION FURNISHED TO THE GUILD

1. Unless otherwise specified, the term “the Guild” shall include the assigned staff of the Washington-Baltimore News Guild.
2. An employee and the Guild shall have the right to review the employee's files at any time and, upon request, shall be provided copies of all material in the employee's file. An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.
3. The Employer agrees to supply the Guild once per year, or more frequently upon request, with a salary list of all employees covered by the Guild bargaining unit, showing name, address, personal email, personal phone number, gender, pronouns (if disclosed), ethnicity (if disclosed), date of birth, date of hiring, job title, rate of pay and step placement. The Employer agrees to include with each month's dues remittance, a listing of any new unit members hired or unit members who have separated since the previous remittance.
4. The Employer shall notify the Guild by email or by providing access to an online report containing the following information.
 - a. New unit employees, including all the information required in Section 3, to the extent the Employer has it, within one (1) week after the employee's start date
 - b. Any resignations, terminations, retirements, and deaths of employees within one (1) month of the Employer becoming aware of such an event
 - c. Changes in job title and salary with effective date within 30 days of the change
5. Once each year, the Guild agrees to provide Texas AFT with a listing of current Guild Officers and staff assigned to servicing the TSU bargaining unit, their office address and business telephone numbers. The Guild shall also provide a list of up to three (3) steward and/or officer designees that may utilize release time under the contract.

ARTICLE 23 - LABOR MANAGEMENT COMMITTEE

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.

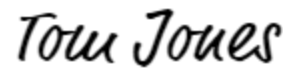
ARTICLE 24 - DURATION

The terms and conditions of this agreement shall be in full force and effect from October 13, 2023 to October 12, 2025

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on October 13, 2025. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.



Zeph Capo, Texas AFT President



Tom Jones, TSU President



Samantha Sluder, WBNG representative