NEASO & NEA

2012-2015
AGREEMENT

between the

NATIONAL EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

STAFF ORGANIZATION

June 1, 2012
through
May 31, 2015
This Agreement is made and entered into on this first day of June 2012, between the National Education Association (hereinafter referred to as "NEA") and the National Education Association Staff Organization (hereinafter referred to as “NEASO” or the "Union").
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Preamble

NEASO and NEA, both at the organizational level and by the individuals working within, are committed to a collaborative, interest-based relationship, predicated upon mutual respect, open and candid communication, and full recognition of the need to rely upon each other to achieve their respective and mutual goals.

Article 1. RECOGNITION AND COLLECTIVE BARGAINING

Section 1. NEA recognizes the Union as the exclusive collective bargaining representative for all employees of NEA except the following:

(a) employees in positions for whom Local 99-99A-99C, International Union of Operating Engineers, or its successor organization, is the recognized collective bargaining representative;

(b) employees in positions for which the National Education Association Middle Management Attorneys Confederals organization (NEAMAC) is the recognized organization;

(c) employees in positions for whom the Association of Field Service Employees (AFSE), or its successor organization, is the recognized collective bargaining representative;

(d) supervisory employees and guards as defined in the National Labor Relations Act;

(e) confidential employees; and

(f) temporary employees as defined in Article 7 of this Agreement.

The specific positions included in the Union's bargaining unit are set forth in Attachment A to this Agreement.

Section 2. NEA shall not make any administrative changes which will remove positions from the Union's bargaining unit (e.g., shift a position to M&O) arbitrarily, capriciously, or for the purpose of altering the structure of the Union's bargaining unit. If NEA plans to make an administrative change which will have the latter effect, it shall notify the Union at least sixty (60) calendar days before the change is scheduled to become effective and shall discuss with it steps that might be taken to avoid or minimize the
impact upon the Union's bargaining unit, including a joint attempt to secure the agreement of any other relevant bargaining agent to an appropriate change in the unit definition.

Section 3. NEA recognizes the Union as the exclusive representative of the bargaining unit defined in Section 1 for the purpose of all collective bargaining required by federal law.

Section 4. If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. NEA and the Union shall attempt to renegotiate any provision found contrary to law. Such negotiations shall commence within thirty (30) calendar days of the effective date of the final ruling.

Article 2. DEFINITIONS

Except as otherwise expressly provided in this Agreement, the following definitions shall apply:

(1) the term "employee" means an employee in the bargaining unit defined in Article 1 of this Agreement;

(2) the phrase "non-bargaining-unit employee" means an employee who is not in the aforesaid bargaining unit;

(3) the term "position" means a position in the aforesaid bargaining unit;

(4) the phrase "non-bargaining-unit position" or "position outside of the bargaining unit" means any NEA position that is not in the aforesaid bargaining unit;

(5) the term "Area" means an administrative area within the organizational structure of NEA. An "Area" may also be called a unit or division or department;

(6) the term "sunset entity" means an area established by NEA that has been given a pre-determined termination date;

(7) the term "minority-group employee" means an employee who is American Indian/Alaskan Native, Black, Hispanic, or Asian/Pacific Islander;
(8) the term "most recent date of hire" means the date on which an employee began his/her current employment with NEA regardless of whether the employee was, on that date, employed in a bargaining-unit or non-bargaining-unit position;

(9) unless otherwise indicated, the phrase "contract year" means the period from the effective date of this Agreement until May 31, 2013, and each twelve (12)-month period thereafter;

(10) unless otherwise indicated, the term "days" means working days.

Article 3. MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, NEA reserves the right to manage its operations and to direct its employees.

Article 4. JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. Given the rapid and ongoing changes within NEA, it is neither possible nor desirable for the parties to address every important issue or difference through specific contract language and/or the grievance process. Therefore, the parties agree to maintain a Joint Labor-Management Committee (JLMC) that shall be co-chaired by NEASO and NEA. The Committee shall meet monthly and shall have an equal number of representatives from NEASO and NEA. NEA and NEASO shall designate a JLMC Steering Committee to coordinate the process and work of the JLMC. The JLMC’s responsibilities will include, but not be limited to:

(a) addressing contractual and non-contractual issues that will ensure the effective and efficient achievement of NEA and NEASO goals and objectives that require collaboration;

(b) overseeing and coordinating efforts of all joint committees. Each joint committee will be given:

1. a clear purpose

2. timeline expectations

3. a clear explanation of the committee's decision-making authority

The joint committee shall provide to the JLMC,
1. implementation plans

2. regular status reports

(c) monitoring the use of consultants and other non-regular employees and recommending needed changes;

(d) collaborating on such issues as the impact of reorganization/restructuring, workload, hiring practices, classification, deployment, and staff development;

(i) As early as practicable, NEA shall refer reorganization/restructuring matters to the JLMC for discussion

(ii) NEASO reserves the right to bargain all negotiable matters associated with the above

(e) developing a list of topics to be discussed at unit level joint labor management committee meetings;

(f) maintaining a good working relationship between NEA and NEASO, and exploring new approaches to shared decision-making; and

(g) reviewing and monitoring the work of the Joint Staff Development Committee.

**Section 2.** If consensus cannot be reached upon a recommendation before the JLMC, a joint presentation shall be made by NEA and NEASO representatives to the final decision-maker(s) prior to the final decision being made.

**Section 3.** If a recommendation before the JLMC cannot be implemented without the approval of others, NEASO and NEA will jointly present the recommendation to the final decision-maker.

**Section 4.** When necessary, the JLMC will meet with executive staff on topics involving the organization's strategic priorities and initiatives.

**Section 5.**

(a) Department directors and NEASO representatives shall meet monthly to discuss issues related to work within the department, including issues of workload.
(b) The JLMCs in each department shall devise procedures for their respective departments concerning the allocation of office space. In devising such procedures, the JLMCs shall consider the Association’s overall needs and plans, good stewardship of Association resources, employee rank, seniority, program component, job duties, office/work space availability, and other such factors as the parties may deem relevant.

(c) Prior to making any conceptual design decisions regarding the configuration of NEA office space, NEA shall refer such plans to the JLMC for consideration and comment.

(d) The parties, through the NEA-NEASO JLMC, will meet not later than sixty (60) days after the execution of this Agreement to establish Center JLMCs. The NEA-NEASO JLMC shall determine the guidelines for the Center JLMCs going forward.

Section 6. The JLMC shall design and implement an educational program about subcontracting and bargaining unit work for staff and management and will conduct a minimum of two sessions per year.

Section 7. The JLMC shall design and implement a good stewardship of NEA resources program.

Should recommendations from a joint committee not be implemented, NEA will provide, in writing, to the Joint Labor-Management Committee, its rationale, and options where applicable, for not implementing the recommendations.

Article 5. NONDISCRIMINATION AND HUMAN RELATIONS

Section 1. NEA and the Union agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, color, religion, sex, marital status, life-style, sexual preference/orientation, age, national origin, disability, political belief or affiliation, membership in the Union, or participation in the lawful activities of the Union. The parties further agree that this Section shall not be construed in whole or in part to prevent NEA from implementing any provision of its Affirmative Action Plan.

Section 2. NEA shall apply the principle of "equal pay for equal work" (i.e., nondiscrimination based on race, color, religion, sex, marital status, life-style, sexual preference/orientation, age, national origin, disability, political belief or affiliation, membership, or lawful activity in the Union).
Section 3. No reprisals shall be taken against an employee by reason of his/her reasonable and proper utilization of any procedure or his/her reasonable and proper participation in any activity provided for in this Agreement or in any existing NEA personnel policy.

Section 4. Human Relations Concerns Workplace disputes of an interpersonal nature negatively impact quality, morale, and productivity of employees. The parties place high priority on resolving such disputes quickly and informally. To that end, the parties agree to draw on their human resources to address problems in the area of human relations, interpersonal relations and dysfunctional communications. The Joint Labor-Management Committee as defined in Article 4 is the appropriate forum for raising these problems and determining appropriate steps for resolving them.

Article 6. AFFIRMATIVE ACTION

Section 1. NEA and the Union jointly recognize the need to increase employment opportunities for minority groups and women. NEA shall meet with the Union periodically to discuss the operation of NEA's Affirmative Action Plan.

Section 2. In compliance with the goals and timetables set forth in NEA's Affirmative Action Plan, the Union will receive periodic reports showing the utilization of minorities and women in NEA and a copy of the annual Equal Employment Opportunity Commission report as filed by NEA.

Section 3. NEA agrees to negotiate with the Union over any contemplated changes in the Affirmative Action Plan which will affect positions in the bargaining unit.

Article 7. CATEGORIES OF EMPLOYMENT

Section 1. There are four categories of NEA employment as follows:

(a) A "regular employee" is one who occupies a position with no predetermined termination date and is expected to work a normal workweek as defined in Article 11. "Probationary" regular employment shall be governed by Article 8 and other pertinent provisions of this Agreement.

(b) A "part-time employee" is one who occupies a position with no predetermined termination date but works less than a normal workweek as defined in Article 11. "Probationary" part-time
employment shall be governed by Article 8 and other pertinent provisions of this Agreement.

(c) A "temporary employee" is one who has been appointed to a position which has been vacated temporarily by a regular or part-time employee who is expected to return, or one who has been appointed to a position which has been authorized for a predetermined period of twelve (12)-months or less, or one who has been appointed to fill a vacant position for a period of twelve (12)-months or less while NEA seeks to fill that vacancy with a regular employee.

(d) A "term employee" is one who has been hired for a specified assignment with a predetermined termination date and a duration between twelve (12) and twenty-four (24) months. The number of term employees shall not exceed four (4) percent of the number of regular employees.

Section 2. Consultants who are retained by NEA because of NEA's need for their reputation, experience, influence, skills, equipment, or facilities not possessed by the members of the bargaining unit or by NEA, or because of NEA's need for guidance, training and/or technical assistance to the members of the bargaining unit, are not employees within the meaning of this Agreement. When it is anticipated that consultants will perform bargaining-unit work, Article 44, Section 4, applies. NEA shall not hire consultants in order to avoid filling authorized regular employee positions.

Section 3. Nothing included in this Article is intended to obviate or limit NEA's present contracts with firms, such as Seasons, etc., which perform services that have never been considered bargaining-unit work and neither will it limit NEA's right to contract for similar services by other firms.

Section 4. A regular employee on assignment to a temporary position shall remain a regular employee and is a temporary employee only in the sense that he/she will be returned to his/her prior status at the end of the defined term.

Section 5. Part-time employees shall be covered by all of the provisions of this Agreement, except that their salaries, leave and other fringe benefits shall be on a pro rata basis. Part-time employees may elect to receive any of the benefits provided under Article 39 of this Agreement, provided that they shall pay the cost of such benefits in excess of the pro
rata share paid by NEA based on the normal hours per week regularly worked by such employees.

Section 6. Temporary employees shall be paid in accordance with the salary provisions of this Agreement, but shall not be entitled to any seniority rights, leave, or other fringe benefits provided under this Agreement, provided that in no event may the leave or benefits of such employees exceed those provided in this Agreement.

Section 7.

(a) The employment term of a temporary employee in any one position may not exceed twelve (12) months, except in cases where the temporary employee has been appointed to a position which has been vacated temporarily by a regular or part-time employee who is expected to return. In such cases, the term of the temporary employee shall be the period of absence of that regular or part-time employee.

(b) NEA may retain a temporary employee for an additional period not to exceed six (6) months, as required, to complete a specific job or project.

Section 8. Temporary positions with anticipated terms exceeding six months will be posted as provided in Article 23, Part B, and regular employees may compete for the temporary assignment as though it were a vacancy within the meaning of the Article. A temporary vacancy created by the temporary assignment of a regular employee need not be posted or filled in this manner.

Section 9. There will be no loss of seniority for a regular employee who voluntarily fills a temporary position pursuant to this Article. Such employees shall receive the salary and benefits of the position temporarily held.

Section 10. In the event that NEA has filled a temporary position with a temporary employee and the position subsequently becomes a continuous position, that position will be posted and filled pursuant to Article 23, Part B. The incumbent temporary employee, if an applicant, will not have seniority for purposes of competing with regular employees, but his/her on-the-job performance will be considered for the purpose of competition.
Section 11. NEA shall not appoint persons to regular positions on a temporary basis in order to circumvent the right of regular employees who wish to be considered for such positions.

Section 12.

(a) Human Resources will report to the Joint Labor-Management Committee on a quarterly basis:

(i) the number and percentage of temporary employees doing work that could arguably be considered bargaining-unit work,

(ii) the number of temporary employees whose cumulative service to NEA exceeds one year.

(b) If the percentage of temporary employees doing work that could arguably be considered bargaining-unit work exceeds twenty percent (20%) of the NEASO FTE, and fifty percent (50%) of those temporary employees have cumulative service exceeding one year, the Joint Labor-Management Committee must review and discuss the data.

Section 13. Term employees shall be employed under, and shall agree to, a standard contract negotiated between NEA and NEASO.

(a) A term employee shall be required to become and remain a member in good standing of the Union.

(b) A term employee shall receive the same fringe benefits as a regular employee except that he/she shall not participate in the Long Term Disability plan; shall not be eligible for Parental Leave (Article 14, Part D) or New Parent Leave, but shall be eligible for FMLA leave in accordance with the law, shall not be eligible for Leave without Pay (Article 14, Part H), and shall be compensated for unused annual leave at the conclusion of his/her contract. A term employee who is hired directly into a regular position shall be credited with participation in the Retirement Plan and Post-Retirement Medical Plan, retroactive to the date of hire as a term employee. The following articles of this Agreement shall not apply to term employees, 18, 19, 20, 21, 22, 23 (except Part B. Vacancies), 25, 26, 42, and 43.
(c) A term employee may be terminated at any point, and shall be terminated before any regular employee is laid off.

(d) Should NEA determine that it has a longer need for an assignment than the period for which it may retain a term employee, it shall post an authorized position as a vacancy. Any term employee performing that assignment shall be terminated when a regular employee is hired.

(e) A term employee hired directly into a regular position shall be credited with seniority retroactive to the start of term employment. Furthermore, a term employee hired directly into a regular position shall receive credit for three (3) months towards the employee's probationary period.

Section 14. Up to five (5) employees may be voluntarily assigned or hired as “floating employees,” qualified and available to undertake work in multiple areas of NEA as demand dictates.

Article 8. PROBATION

Section 1. The purpose of the probationary period is to enable both the new employee and NEA to determine if they desire to continue the employment relationship. NEA views this period as a time for candid appraisal of the employee’s skills, abilities, and performance, as well as assessment of how the employee fits within NEA. A new employee shall receive written performance expectations, which shall be signed by the employee and manager, within ten (10) days of employment. Employees shall receive an informal progress review at approximately three (3) and six (6) months from the date upon which the employee was hired. During the initial meeting both the manager and the new employee shall schedule time to meet with each other to conduct all progress reviews. The manager shall ensure that both Human Resources and the employee receive copies of the written performance expectations and progress reviews, signed by both parties, within ten (10) days of the meeting.

Section 2.

(a) Employees shall serve nine (9) months of probation. NEA and the Union may agree in writing to extend the probation of an employee.

(b) Except as otherwise provided in this Agreement, probationary employees shall be covered by all the provisions of this Agreement.
(c) NEA and NEASO shall, through the JLMC, develop a program to ensure an efficient and effective implementation of transitioning to a nine-month probationary period, as identified in Section 2(a).

**Section 3.** Employees who are in their first twelve (12) months of NEA employment are not eligible to apply for NEA vacancies, unless NEA and NEASO mutually agree otherwise.

**Section 4.** NEA may discipline a probationary employee for any cause, and may discharge a probationary employee for any cause or no cause; provided that NEA shall take no action in this regard that is contrary to Article 5 of this Agreement or relevant law.

**Article 9. PAYROLL PRACTICES**

**Section 1.**

(a) Salaries shall be stated on either an annual or an hourly basis. Annual pay shall be computed on the basis of twenty-six (26) biweekly pay periods. Pay periods shall begin on Saturday and end on the second Friday night following.

(b) For purposes of this Article, the term "preceding pay period" shall mean the last full pay period immediately preceding the employee's payday and the term "second preceding pay period" shall mean the pay period immediately preceding the "preceding pay period" as defined above.

**Section 2.** NEA may require employees to complete Daily Activity Reports. Such reports shall include, among other things, the regular and excess or holiday time worked by the employee; the amount and type of leave used by him/her; a brief description of the activities worked on during the time worked; and the appropriate codes for such activities. Such reports shall be submitted by the employee to his/her immediate supervisor in accordance with NEA payroll practices.

**Section 3.**

(a) Pay statements shall be available to employees before noon every second Friday, provided that if such Friday is not a regularly scheduled workday, pay statements shall be made available on the last regularly scheduled workday prior thereto.
(b) An employee may elect to have, at his/her option, the amount of his/her net pay transmitted via any bank of NEA's choice, to an account designated by the employee in a commercial bank which is a member of the Federal Reserve System.

Section 4. An employee's pay statement shall include the regular pay of the employee for the preceding pay period, plus pay for excess hours and holiday time worked during the second preceding pay period, less all deductions applicable to such pay and any deductions for leave without pay taken during the second preceding pay period.

Section 5. An employee's leave record shall be made available with his/her regular pay statement setting forth his/her accumulated hours of medical and annual leave as of the end of the preceding pay period (without adjustment for such leave used during the preceding pay period); the accumulated compensatory time credited to him/her as of the end of the second preceding pay period; the hours of medical, annual, or other leave or compensatory time charged to him/her during the second preceding pay period; the "excess hours," as defined in Article 12 of this Agreement, and holiday time worked by him/her during the second preceding pay period and his/her hourly rate of pay for such "excess hours" and holiday time worked; all deductions from his/her gross earnings; his/her accumulated deductions from his/her salary for the payment of Union dues for the calendar year; and his/her accumulated total contributions to the Retirement Plan, as of the end of the preceding pay period.

Section 6. Except as otherwise provided in this Section or in Section 7, an employee who is separated for any reason shall receive any unpaid money due him/her, other than retirement money, on the date his/her separation becomes effective, provided that a resigning employee has given at least one week's notice. A resigning employee who has not given one week's notice shall receive any unpaid money due him/her, other than retirement money, on the next regularly scheduled payday falling one week or more after the date his/her separation becomes effective. NEA may withhold any unpaid money due any separated employee until such employee has returned all NEA property in his/her possession.

Section 7. Except in regard to retirement money, NEA shall, upon receipt of appropriate documentation, notice, and verification, issue payment to the estate of a deceased employee for any money due him/her on the date of his/her death, as quickly as possible.
Article 10. DEDUCTIONS

Section 1. An employee's pay statement shall show both his/her earnings for the preceding pay period and the amounts deducted therefrom. All mandatory federal, state, local, and other deductions shall be made. In addition, upon receipt of a properly signed authorization form, NEA shall make deductions for one or more of the following purposes:

(a) United States Savings Bonds;

(b) Education Associations Federal Credit Union;

(c) Union membership dues and uniformly applied assessments pursuant to Article 27 of this Agreement;

(d) State income tax for an employee not residing in the District of Columbia;

(e) Parking fees for an employee with an NEA parking permit;

(f) United Way;

(g) NEA employee group life insurance;

(h) NEA membership dues;

(i) 401(k) Retirement Savings Plan contributions;

(j) Section 125 Flexible Spending Accounts;

(k) any amounts owed to NEA;

(l) NEA charitable drive.

Section 2. NEA shall not be obligated to honor a request for a deduction for any of the purposes set forth in Section 1 if:

(a) the request is for less than $1.00 per pay period. This limitation shall not apply in the case of deductions as listed in Section 1(c), (d), and (g); or,

(b) the authorization form is received less than 10 days prior to the payday.
Article 11. WORK SCHEDULE

In establishing an employee's work schedule, NEA and the Union recognize that the accomplishment of NEA's work comes first. Achievement of the highest quality product and service and meeting the needs of NEA's clients and affiliates are the primary objectives when considering work schedules. The parties further recognize that the employees play an integral part in fulfilling the mission of NEA in a cooperative, collaborative work environment and that individual job satisfaction is important to ensuring effective performance. It is in this context that the provisions set forth below are to be viewed.

Section 1. Workday

(a) The normal business hours of NEA shall begin at 8:15 a.m. and shall end at 6:00 p.m. Except as otherwise provided in Section 2, the normal workday of an employee shall consist of seven and one-half consecutive working hours within NEA's normal business hours, except for a forty-five (45)-minute unpaid lunch break. Prior to NEA finalizing an employee's daily work schedule, reasonable effort will be made to harmonize the employee's preference with the needs of NEA, but NEA reserves the right to make the final determination in this regard. An employee will work a daily schedule established within these parameters; however, an immediate supervisor may temporarily adjust an employee's daily schedule to accommodate unusual circumstances.

(b) Subsection (a) above notwithstanding, when NEA deems it necessary to alter employees' schedules in order to improve its services to affiliates or to meet work deadlines, NEA may schedule employees to begin work before 8:15 a.m. or after 9:45 a.m. as follows:

(i) NEA may set the regular schedule of such employees to begin no earlier than 7:00 a.m. and to end no later than 8:30 p.m.

(ii) Whenever NEA sets such a schedule, it shall first attempt to locate qualified volunteer employees to work the schedule.

(iii) If sufficient employees do not volunteer, NEA shall establish a rotational schedule with each employee working
the schedule for not less than two (2) weeks, and not more than six (6) weeks, at a time.

(iv) Except when unforeseen circumstances make such notice not practicable, NEA shall give all affected employees twenty (20) days' notice of any schedule established pursuant to this subsection.

(v) Employees scheduled to begin work prior to 8:15 a.m. or to end work after 6:00 p.m. pursuant to this subsection, shall be paid a premium of six percent (6%) of his/her hourly rate for all regularly scheduled hours worked between 6:00 p.m. and 8:15 a.m.

(c) The immediate supervisor may approve an employee's request to extend his/her work schedule before or after NEA's normal business hours.

(d) The workday schedule of an employee in a new position or of an employee who is transferred, reassigned, or placed in a different or changed position, shall be established consistent with the provisions of subsection (a) above.

(e) In addition to the schedules established pursuant to Section 1(b), NEA reserves the right to schedule up to three (3) seven-and-one-half (7.5) hour shifts per twenty-four (24)-hour period for the service functions (i.e., printing, mailing and data processing) and to establish the starting times for such shifts, provided that such an employee shall receive a shift premium of six percent (6%) of his/her regular hourly rate for those hours scheduled and worked between 6:00 p.m. and 8:15 a.m.

(f) An employee shall be permitted two (2) paid fifteen (15)-minute rest periods each day, in addition to his/her forty-five (45)-minute unpaid lunch break. An effort shall be made to schedule the rest periods at a mutually agreeable time, but NEA reserves the right to make the final determination in this regard. With the concurrence of his/her supervisor, an employee may schedule one of these rest periods in order to extend the lunch break to one hour. An employee shall be permitted time off as necessary to use the restroom.
Section 2. Workweek

(a) The normal workweek shall consist of thirty-seven and one-half (37.5) hours based upon five (5) consecutive seven-and-one-half (7.5) hour days. The normal workweek shall begin on Monday, but NEA may, with the approval of the employee in question, regularly schedule him/her to begin the workweek on another day. NEA may occasionally require an employee to work other than the normal workweek in order to accommodate NEA conferences or meetings, or to meet work deadlines or to accommodate other unusual and temporary requirements.

(b) Whenever an employee is scheduled to work a workweek which includes a Saturday or Sunday, he/she shall receive a shift premium of six percent (6%) for all regularly scheduled hours worked on those days, except when the employee is otherwise eligible for overtime or compensatory time in accordance with this Agreement.

(c) The workweek of a new employee shall be established by NEA and communicated to him/her no later than the time when NEA offers him/her a position.

(d) If a position being filled requires a workweek other than Monday through Friday, NEA will inform current employees by indicating the workweek in the vacancy announcement.

(e) Subsections 1(a) and 2(a) above notwithstanding, the parties recognize that the work of many exempt employees is not always standard or predictable and that their workload often requires that work be performed on weekends or at other times outside the normal workweek. In appropriate circumstances the employee and the supervisor may agree to establish a professional work schedule which accommodates such demands. The supervisor shall retain the authority to return the employee to a regular schedule if deemed necessary.

(f) Subsection 2(a) above and Sections 1 and 8 of Article 12 notwithstanding, from the week following the conclusion of the Representative Assembly through the week preceding Labor Day, except as modified by the parties, NEA shall operate on a summer hours schedule as follows:
(i) During this period the normal workweek shall consist of four (4) consecutive nine (9)-hour days, Monday through Thursday. On Daily Activity Reports, each full workday shall show nine (9) hours of work time and/or authorized leave. To assure a seventy-five (75)-hour pay period, an employee shall indicate one and one-half (1.5) hours of administrative leave each week.

(ii) Normal business hours shall be 7:00 a.m. through 6:30 p.m., and employees shall work a regular daily schedule of nine consecutive hours (plus an unpaid lunch break) within this time span. An employee's hours shall be scheduled to accommodate the needs of NEA and the preference of the employee, but NEA reserves the right to make the final determination in this regard. Schedules established under this subsection shall not be considered alterations within the meaning of Subsection 1(b) above.

(iii) NEA reserves the right during this period to require employees who must maintain services for clients, affiliates, and outside contacts on Friday to work a four (4)-day week which includes Friday. NEA shall make every effort to permit such employees to not work on Monday, and shall rotate required Friday work if possible.

(iv) A non-exempt employee shall receive overtime pay only for hours worked in excess of nine (9) hours on any day, and hours worked between seven-and-one-half (7.5) and nine (9) hours shall not be considered "excess hours."

(v) An employee who wishes to work between seven-and-one-half (7.5) and nine (9) hours daily during this period should submit a written request for an adjusted daily schedule to his/her supervisor by June 15 and will need sufficient annual leave to cover the difference between nine (9) hours daily and the hours requested. In reviewing these requests, NEA will endeavor to harmonize employee desires with work needs, and will accord priority to requests based upon dependent-care or transportation difficulties.

(vi) An employee who wishes to work a less-than nine (9)-hour day because of dependent-care or transportation difficulties, but is unable to do so as a result of limited annual leave accrual, may request to work the normal workweek as described in Section 2(a).
(vii) By May 1 of each contract year, NEA shall announce the period during which summer hours will be in effect, and inform those employees who may be required to work on Friday.

Section 3. Alternative Work Schedules In light of changing methodology, technology, and both internal and external workplace dynamics, the parties agree to alternative work schedules that meet both NEA and employee concerns and needs. The nature and quality of an individual's or a group's work determines the degree to which a flexible work arrangement may be compatible with achieving the mission of NEA, and any alternative work schedule must reflect the primary objectives of achieving the highest quality product and service and meeting the needs of NEA's clients and affiliates. Such arrangements may be established within the following parameters:

(a) Decisions shall be made at the unit level, between the employee and his/her supervisor, and arrangements affecting other employees shall be discussed with them. Denials shall be provided in writing to the employee within ten (10) days.

(b) Threshold factors in determining the appropriateness of an alternative work schedule shall include the following:

(i) the nature of the work;
(ii) demonstrated work performance;
(iii) client/affiliate needs;
(iv) impact on the work unit; and
(v) employee preference.

(c) Alternative work arrangements shall be reviewed periodically and may be modified or discontinued as a result of changes in the relevant threshold factors.

(d) The following considerations shall apply to any alternative work schedule:

(i) daily work schedules shall not begin later than 10:00 a.m. nor end prior to 3:15 p.m.;
(ii) a workweek shall include at least four (4) consecutive weekdays; and

(iii) a pay period shall consist of seventy-five (75) hours.

(e) With the appropriate supervisor's approval, an employee may, on occasion, work a temporary alternative work schedule, that is, an alternative work schedule to be completed within two (2) pay periods. Such temporary alternative work schedules shall not be used regularly.

(f) The parties recognize that in certain circumstances the work of a Senior Professional Associate or Senior Technical Associate can most effectively be achieved when the employee is allowed to determine his/her own work schedule. This approach is most appropriate when an employee's work involves broad responsibilities and functions, rather than discrete tasks and assignments. NEA may authorize such an employee to self-schedule in accordance with the following parameters:

(i) The hours of work of a self-scheduled employee shall not be specified, and the employee is expected to exercise sound professional judgment in scheduling work time in order to perform his/her work responsibilities. It is understood, however, that the accrual of compensatory time is incompatible with self-scheduling and, Article 12 notwithstanding, no compensatory time shall accrue when an employee self-schedules.

(ii) It is anticipated that the employee's schedule may provide breaks between periods of work and occasional days off. When the employee self-schedules a period of time during the normal work week that he/she will not be working, that time is considered self-scheduled time off. When an employee schedules an entire day off on a weekday, the payroll code SSTO shall be indicated and no hours shall be recorded on the Daily Activity Report.

(iii) Although prior approval by the employee's supervisor is not necessary when an employee plans a period of self-scheduled time off, prior notice to the supervisor is required.
(iv) Self-scheduled time off is not intended to substitute for annual leave or medical leave as provided elsewhere in this Agreement.

(v) The supervisor may, with notice to the employee, return the employee to a regular schedule as a result of changes in the relevant threshold factors noted in subsection 3(b) above.

Section 4. Teleworking Arrangements In establishing an employee’s work schedule, NEA and the Union recognize that the accomplishment of NEA’s work comes first. Achievement of the highest quality product and service and meeting the needs of NEA’s clients and affiliates are the primary objectives when considering work schedules. The parties further recognize that the employees play an integral part in fulfilling the mission of NEA in a cooperative, collaborative work environment and that individual job satisfaction is important to ensuring effective performance. It is in this context that the provisions set forth below are to be viewed and the definitions utilized.

(a) Definitions:

**Alternative Work Location:** Approved work sites other than the employees’ central workplace where official business is performed. Such locations may include, but are not necessarily limited to, employees’ homes and satellite offices.

**Central Workplace:** An employer’s place of work where employees normally are located.

**Employee:** An employee who works away from his/her central workplace either at home or at another designated or approved remote work location.

**Manager:** The employee’s Director, manager, or supervisor.

**Teleworking:** A work arrangement in which supervisors/managers direct or permit employees to perform their usual job duties away from their central workplace, in
accordance with work agreements.

**Work Agreement:** The written agreement between the employer and employee that details the terms and conditions of an employee's work away from his/her workplace. Work Agreements are required for Teleworking.

**Work Schedule:** The employee's hours of work in the central workplace or in alternate work locations.

(b) Management is responsible for managing the affairs and operations of the NEA. Thus management has sole discretion to:

(i) designate positions for teleworking; and

(ii) approve employees to telework.

To the extent possible, NEA and the employee should agree mutually to teleworking arrangements. However, NEA may establish teleworking as a condition of employment, based on NEA's business needs.

(c) Compensation and Benefits:

An employee's compensation and benefits will not change as a result of teleworking.

(d) Work Schedule/Hours of Work:

The total number of hours that employees are expected to work will not change per this Article, regardless of work location.

NEA must ensure that procedures are in place to document the work hours of employees who telework, in particular ensuring compliance with the Fair Labor Standards Act.

Telework is not intended to serve as a substitute for child or elder care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide the care.
(e) Attendance at Meetings:

With reasonable notice, managers may require employees to report to a central workplace as needed for work-related meetings or other events.

(f) Use of Leave:

Telework is not intended to be used in place of sick leave, Family and Medical Leave, leave used under Workers’ Compensation leave, or other types of short-term leave.

However, NEA may determine whether or not it is appropriate to offer telework as an opportunity for partial or full return to work based on NEA policy and the criteria normally applied to decisions regarding the approval of telework and reasonable accommodation.

(g) Workers’ Compensation Liability:

NEA may be liable for job-related injuries or illnesses that occur during employees’ established work hours in their alternate work locations.

(h) Equipment and Materials:

Employees are responsible for providing equipment and materials needed to effectively perform their duties, except when NEA has required the employee to telework.

(i) NEA shall consider requests for telework on a case-by-case basis. For telework arrangements, an employee shall submit to his or her immediate supervisor a written telework proposal that contains the following information:

- Description of how his or her duties correspond to the threshold factors stated in section (k)
- Days and hours during which the employee will telework
- Means by which the employee will ensure he or she can be contacted while teleworking

The employee’s immediate supervisor shall review the proposal with the employee within two (2) weeks of its submission. The
purpose of the review will be to achieve a mutual understanding and acceptance of the terms of the proposed arrangement.

Additional meetings shall be scheduled as necessary, but must occur within a timely manner, defined as no more than two (2) weeks following a prior meeting.

Normally, the employee’s immediate supervisor shall convey a decision about the request within one week following the final review meeting with the requesting employee. Denials shall be provided in writing to the employee within ten (10) days.

(j) NEA will encourage the successful and appropriate use of telework within NEA by providing training to managers in effectively managing teleworkers.

(k) Determining threshold factors that are appropriate for telework, in making decisions about which positions are appropriate to designate or approve for telework, NEA will thoroughly analyze the duties of positions and how the work is performed.

Generally, the following types of conditions and factors may be appropriate for telework:

- The nature of the work;
- Require independent work;
- Require little face-to-face interaction;
- Require concentration;
- Result in specific, measurable work products;
- Can be monitored by output, not time spent on the job;
- Demonstrated work performance;
- Client/Affiliate needs;
- Impact on the work unit;
- Accommodation for an identified disability

(l) Termination of Agreement:

NEA may terminate the telework agreement at its discretion and/or when the teleworker requests termination. Normally, NEA will give employees no less than two (2) weeks advance notice if a decision is made to terminate a telework agreement.
(m) Appeal:

An employee may appeal the denial of a request to telework or the termination of a telework agreement directly to the Director of Human Resources or his/her designee. This is not intended to deny the employee’s rights under Article 36.

In rendering a decision on a telework appeal, the Director of Human Resources or his/her designee may either uphold the decision of the manager subject to the appeal, reverse the decision of the manager, or direct the manager to adopt an alternative telework arrangement (e.g., if the employee requested three (3) days of telework per week, the Director of Human Resources might direct the manager to allow the employee to telework two (2) days per week.) The Director of Human Resources or his/her designee will generally issue a ruling on a telework appeal within three (3) weeks of the date upon which the appeal is heard (i.e., the date upon which the parties conduct a meeting regarding the appeal).

Section 5. Travel Time

(a) Reasonable time actually spent by an employee in traveling to and from assignments away from his/her regular place of employment shall be considered time worked for purposes of this Agreement, provided that an employee shall not be compensated for the time spent commuting between his/her residence and his/her principal place of assignment. A maximum of one hour of actual time spent traveling between an employee’s home and the airport shall be counted as time worked.

(b) Time spent between assignments by an employee away from his/her regular place of employment, which does not involve actual travel, shall not be counted as time worked unless specifically authorized in advance by NEA.

Section 6. Job Sharing and Part-Time NEA and NEASO will establish a joint committee to study the feasibility of job-sharing, part-time work, and related issues. The committee will report to the JLMC within twelve (12) months of the enactment of this Agreement.
Article 12. OVERTIME PAY AND COMPENSATORY TIME OFF

Section 1. Overtime

(a) An employee in a position which is not exempt from the overtime requirements of the Fair Labor Standards Act shall be paid at one and one-half (1.5) times his/her regular hourly rate for all hours worked in excess of seven-and-one-half (7.5) hours in any one day or thirty-seven and one-half (37.5) hours in any one week. An employee who has an alternative work schedule developed in accordance with Article 11, Section 3, shall not receive overtime compensation for hours worked in excess of seven-and-one-half (7.5) in a given day, or between thirty-seven-and one-half (37.5) and forty (40) in a given week, unless they also exceed that day or week's regular alternative schedule.

(b) Such employees shall be paid at two (2) times their regular hourly rate for all time worked on the following days:

(i) Sunday, unless the employee's regular workweek includes Sunday;

(ii) On the second day after the end of his/her regular work week if an employee's regular workweek includes Sunday (e.g., for all time worked on Tuesday if an employee's regular workweek is Wednesday through Sunday);

(iii) In no event shall such an employee receive pay for less than four (4) hours.

(c) If such an employee returns to work at NEA's request after having left his/her place of employment at the end of the regular workday, or if he/she works on a Saturday, unless the employee's regular workweek includes Saturday, or if an employee whose regular workweek includes Saturday works on the first day after the end of his/her regular workweek (e.g., if an employee with a regular workweek of Wednesday through Sunday works on Monday), he/she shall be paid at one-and one-half (1.5) times his/her regular hourly rate for all hours worked, but shall in no event receive pay for less than four (4) hours.
(d) Daily and weekly overtime pay shall not be compounded. Daily and weekly overtime pay and overtime pay for work on Saturdays, Sundays and holidays shall not be compounded.

(e) No overtime pay shall be paid to an employee unless the work in question was authorized in advance by the employee's Area Director or his/her designee.

(f) Except as otherwise provided in subsections (b) or (c) of this Section or in Article 13, no overtime compensation shall be paid to employees covered by this Section for Saturday, Sunday, or holiday work performed in connection with NEA's Annual Meeting or in connection with any meeting of the NEA Board of Directors, except insofar as is required by the Fair Labor Standards Act. Such an employee performing work outside of his/her scheduled workweek in connection with such meetings shall receive compensatory time at the rate of one hour off for every one hour worked outside of his/her scheduled workweek for which overtime compensation is not required by the Fair Labor Standards Act.

Section 2. Compensatory Time

(a) An employee in a position which is exempt from the overtime requirements of the Fair Labor Standards Act shall receive compensatory time off as follows:

(i) At the rate of one hour off for every three hours worked in excess of seventy-five (75) hours in any one biweekly pay period, but not including any hours worked on any Saturday or Sunday, or the first seven-and-one-half hours worked on any holiday;

(ii) At the rate of one hour off for every two (2) hours worked on any Saturday or Sunday.

(b) An effort shall be made to schedule compensatory time off at a mutually agreeable time but NEA reserves the right to make the final determination in this regard. Compensatory time off must be taken within twelve (12) months after the date on which the excess hours are reported, provided that if NEA does not permit an employee to take compensatory time off within said period, NEA may, at its option, either extend the period during which he/she may take such leave by not more than one hundred-and-
twenty (120) days or pay the employee for the excess hours at his/her regular hourly rate.

(c) This Section shall apply only to hours worked in excess of seventy-five (75) hours in one biweekly pay period at the specific request or with the advance approval of the employee's Area Director or his/her designee.

Section 3. An employee's annual salary (i.e., regular annual income not including overtime, travel, or other special pay) divided by 1,950 hours shall be his/her hourly rate.

Section 4. For purposes of this Article, holidays and paid leaves shall be considered time worked. Unpaid leaves shall not be considered time worked.

Section 5. Except in emergencies, an employee shall be given notice on the prior day when he/she is expected to work "excess hours."

Section 6. "Excess" hours shall normally be assigned to the employee who ordinarily performs such work. In the event that more than one employee ordinarily performs said work, overtime assignments shall be rotated to the extent possible.

Section 7. "Excess hours" may be required by NEA as long as they are reasonable and comply with the provisions of this Article.

Section 8. The term "excess hours" shall be defined as follows:

(a) With respect to employees covered by Section 1, all hours worked in excess of seven-and-one-half (7.5) hours in any one day or thirty-seven and one-half (37.5) hours in any one week. If an employee has an alternative work schedule developed in accordance with Article 11, Section 3, "excess hours" shall not include hours worked in excess of seven-and-one-half (7.5) in a given day, or between thirty-seven and one-half (37.5) and forty (40) in a given week, unless they also exceed that day or week's regular alternative schedule.

(b) With respect to employees covered by Section 2, all hours worked in excess of seventy-five (75) hours in any one biweekly pay period.
Article 13. HOLIDAYS

Section 1. The following shall be paid holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (as observed by the federal government)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day
- Any other national holiday established by an act of Congress.

If a paid holiday falls on a Sunday, it shall be observed on the following Monday. If any such holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 2. Except as otherwise provided in Sections 3 and 4, employees shall be paid for the holidays enumerated in Section 1. Part-time employees shall be paid only for the hours they otherwise would have worked if the day were not a holiday.

Section 3. If a paid holiday occurs when an employee is on an unpaid leave of absence, he/she shall not be paid for such holiday. If a paid holiday occurs when an employee is on a paid leave of absence, such day shall not be charged as leave.

Section 4.

(a) Holiday work may be required by NEA as long as it is reasonable and complies with the provisions of this Article.
(b) Except as otherwise provided in subsections (c) and (d), an employee who is required by NEA to work on a paid holiday shall be compensated as follows:

(i) If the employee is eligible for overtime pay pursuant to Article 12, Section 1, of this Agreement, he/she shall be paid at two (2) times his/her regular hourly rate for all hours worked on the holiday, in addition to receiving holiday pay.

(ii) Exempt employees not eligible for overtime pay pursuant to Article 12, Section 1 of this Agreement who are required to work on a paid holiday shall receive alternative time off at the rate of two (2) hours for each one hour worked up to a maximum of seven-and-one-half (7.5) hours worked. Required hours worked in excess of seven-and-one-half (7.5) hours shall be included in the computation of compensatory time under Article 12.

(c) The procedure used for utilizing compensatory time off pursuant to this Article shall be as set forth in Article 12, Section 2, of this Agreement.

Article 14. AUTHORIZED LEAVE

Introduction

NEA recognizes that the taking of accrued annual leave is instrumental in maintaining a healthy and productive workforce.

Except as otherwise provided in this Article, an employee shall be responsible for obtaining specific prior approval from the appropriate supervisor before taking any leave. The employee shall initiate a discussion with his/her supervisor regarding the status of any assignments that might be affected by the employee’s absence and provide the supervisor with any information necessary for the successful conduct of those assignments while the employee is on leave.

There are eight (8) categories of authorized leave. Seven (7) of these are paid leave (annual, medical, jury and legal, parental, military, bereavement, and administrative); the other is leave without pay.
Part A. ANNUAL LEAVE

Section 1. Annual leave encompasses a broad range of several types of leave which had been known as vacation, personal, and religious leave in prior Agreements. Annual leave may be taken by the employee for any purpose, including vacation, personal matters which require the employee's absence during working hours, religious observance, or death of a friend or relative for which bereavement leave is unavailable.

Section 2.

(a) Except as otherwise provided in subsection (b), an employee shall accrue annual leave at the following rate:

<table>
<thead>
<tr>
<th>Amount of Seniority</th>
<th>Accrual Per 75 Hours of Working</th>
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<tbody>
<tr>
<td>Less than one year-</td>
<td>Three hours</td>
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<tr>
<td>Between one and two years-</td>
<td>Four-and-one-half hours</td>
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<tr>
<td>Between two and four years-</td>
<td>Five-and-one-half hours</td>
</tr>
<tr>
<td>Between four and six years-</td>
<td>Six-and-one-half hours</td>
</tr>
<tr>
<td>Six years or more-</td>
<td>Seven-and-one-half hours</td>
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</table>

(b) Part-time employees shall accrue annual leave on a pro rata basis pursuant to the formula set forth in subsection (a) according to the number of hours of working time during the preceding pay period.

Section 3. For purposes of accruing annual leave under Section 2, a maximum of seventy-five (75) hours shall be counted as working time during any single pay period. Unpaid leaves of absence, time spent on leave advanced pursuant to Section 6 of Part B of this Article, and time spent on layoff in excess of four consecutive weeks shall not be counted as working time.

Section 4.

(a) Annual leave may not be accrued in excess of 300 hours per calendar year. Employees have until the expiration of the Agreement to use their annual leave in excess of 300 hours. Any annual leave that is not used within the aforesaid time period shall be lost, provided that if NEA does not permit an
employee to take his/her annual leave within said period, the period during which he/she may take such annual leave shall be extended by NEA as may be necessary to allow for its use.

(b) At the employee's option, in November 2012, the employee may cash-in up to one hundred-twenty (120) hours of accrued annual leave at seventy-five percent (75%) of the employee's regular hourly rate of pay. At the employee's option, in November 2013 and November 2014, the employee may cash-in up to seventy-five (75) hours of accrued annual leave at fifty percent (50%) of the employee's regular hourly rate of pay.

c) Time spent on leaves of absence shall not be counted in computing the time period during which an employee must use his/her accrued annual leave.

d) An employee shall not receive pay in lieu of annual leave as long as he/she remains in the employ of NEA except as otherwise provided in Section 4(b).

Section 5.

(a) Except in case of emergency, an employee shall notify his/her supervisor reasonably in advance of the planned use of annual leave. Except as otherwise provided in Section 6, the supervisor will make his/her best effort to schedule an employee's annual leave at the time requested, provided that NEA reserves the right to make the final decision in this regard. NEA shall respond to requests for annual leave in a timely manner, in no event later than fourteen (14) calendar days from the date upon which a particular request is made.

(b) Once annual leave has been scheduled, it may thereafter be changed by NEA only if necessary to meet unforeseen operating requirements and then only with the approval of the Executive Director or his/her designee. If NEA makes such a change, it shall reimburse the employee for any deposits or other similar out-of-pocket losses necessarily sustained by him/her as a result thereof.

c) An employee traveling on official NEA business may, with reasonable notice and the advance approval of NEA, schedule his/her annual leave before or after such business.
(d) Annual leave shall not be taken in segments of less than one-half day, except with the specific advance approval of the employee's immediate supervisor.

(e) Annual leave shall accrue from an employee's most recent date of hire, and an employee shall be eligible to use such leave as earned.

(f) An employee may use annual leave in place of medical leave, provided he/she:

(i) provides required advance notice;

(ii) notifies NEA of the type of leave to be used; and

(iii) uses the appropriate code on the Daily Activity Report.

Section 6.

(a) NEA reserves the right to "close down" all or any part of its operations for up to five (5) days each year in addition to the end-of-year closedown period provided for in subsection (d). Employees in the operations affected shall receive administrative leave for fifty percent (50%) of any such closedown period and shall take annual leave or compensatory time off, at their option, for the remaining fifty percent (50%). NEA may require particular individuals to work during all or any part of such a closedown when operational requirements make such work necessary. Fifty percent (50%) of any such time worked shall be considered work in lieu of annual leave and fifty percent (50%) percent shall be considered work in lieu of administrative leave.

(b) Except in case of emergency, NEA shall give the Union at least thirty (30) calendar days advance notice of any proposed closedown other than the end-of-year closedown and shall afford the Union an opportunity to discuss the matter.

(c) Except in case of emergency, NEA shall give the employees to be affected by a closedown other than the end-of-year closedown at least twenty (20) calendar days advance notice.

(d) NEA will close down all of its operations beginning on December 24 of each year and continuing up to and including January 1 of the following year. Employees shall not be charged leave for this
period. NEA may require particular individuals to work during all or part of the closedown period, in which case such employees shall receive pay or compensatory time off in accordance with Section 4 of Part F of this Article.

Section 7.

(a) If a paid holiday occurs while an employee is on annual leave, the employee shall not be charged annual leave for that day.

(b) If an employee becomes ill or injured during his/her annual leave, the period of such illness or injury may, at the employee's option, be charged to his/her accrued medical leave, provided that NEA may require the employee to submit a physician's certification that the illness or injury required confinement.

Section 8. Upon permanent separation from NEA for any reason, an employee shall receive a lump sum payment equal to the number of hours of unused annual leave accrued, multiplied by his/her hourly rate as of the date of separation, provided that such payment shall not include leave that the employee would have lost pursuant to Section 4(a) of this Part had he/she remained an employee of NEA. If an employee resigns within six (6) months after returning from a leave without pay, the employee shall be paid for unused annual leave (a) at his/her current hourly rate only for those hours in excess of the number of hours accrued as of the time the leave commenced; and (b) at his/her hourly rate in effect at the time the leave commenced for all other hours.

Part B. MEDICAL LEAVE

Section 1.

(a) Except as otherwise provided in subsection (b), an employee shall accrue medical leave at the rate of four (4) hours per seventy-five (75) hours of working time. For purposes of accruing medical leave, a maximum of seventy-five (75) hours shall be counted as working time during any single pay period. Unpaid leaves of absence and time spent on layoff in excess of four (4) consecutive weeks shall not be counted as working time. An employee shall accrue medical leave from his/her most recent date of hire, shall be eligible to use medical leave as earned, and shall accrue medical leave indefinitely.
(b) Part-time employees shall accrue medical leave on a pro rata basis pursuant to the formula set forth in subsection (a), according to the number of hours of working time during the preceding pay period.

Section 2.

(a) Medical leave may be used for the following purposes only:

(i) personal illness, injury, or other medical condition (e.g., pregnancy disability) which precludes the employee from working and/or which endangers the health of other employees, provided that any worker’s compensation payments received for such illness or injury are remitted to NEA;

(ii) medical and dental examinations or treatments that cannot be scheduled during nonworking hours. Except in case of emergency, an employee shall give forty-eight (48) hours' advance notice when medical leave is to be taken for this purpose; or

(iii) illness of or injury to a member of the employee's immediate family, relative or close friend which requires the employee's presence. An employee shall be entitled to use up to twenty (20) days of medical leave for this purpose in any one contract year.

(b) An employee absent for five (5) or more consecutive days under subsection (a) may be required by NEA to submit a doctor's certificate. NEA may require the employee to submit a doctor’s certificate where there has been protracted and/or recurring absence from work.

(c) An employee who remits worker's compensation payments to NEA pursuant to Section 2(a)(i) above shall be credited with an equivalent amount of medical leave based upon his/her hourly rate of pay.

(d) If a paid holiday occurs while an employee is on medical leave, the employee shall not be charged medical leave for that day.

Section 3. NEA may direct an employee to be examined by an appropriate doctor, selected by the employee from a list compiled by NEA.
and the Union in the following circumstances, (1) when NEA has objective reason to believe that a medical condition may be interfering with the ability of an employee to perform his/her job or may pose a direct threat to self or others; (2) when an employee requests a reasonable accommodation; or, (3) when NEA seeks confirmation of a medical condition which has caused protracted and/or recurrent absence from work. NEA shall bear the expense of such examination and shall provide the employee with necessary administrative leave. An employee, by agreeing to be examined for the above purpose, in no way consents to waive his/her common law privilege of confidentiality in the doctor-patient relationship. NEA shall inform the doctor of the purpose of the examination and the doctor shall provide a report to NEA which shall address the following areas, as appropriate. NEA will keep NEASO informed, as appropriate, of the status of the process.

(a) whether the employee can perform each of the essential functions of his/her job with or without a reasonable accommodation;

(b) whether the employee poses a direct threat (i.e., a significant risk of substantial harm that cannot be eliminated or reduced by reasonable accommodation) to self or others due to a medical condition;

(c) whether it is medically necessary for NEA to provide a reasonable accommodation to the employee; and

(d) pertinent information regarding an employee’s medical condition and any functional limitations presented by that condition.

Section 4. An employee subject to a medical examination under this Article shall cooperate with the doctor(s) so that the doctor(s) may provide NEA with timely information regarding reasonable accommodation and the employee’s ability to perform the job.

Section 5. NEA may require an employee to leave work if his/her continued presence would endanger his/her health or the health of other employees. An employee required to leave work under this provision shall be placed on medical leave, provided that if such leave is not available to him/her, the employee may, at his/her option, charge such leave to any other available paid or unpaid leaves.
Section 6.

(a) An employee is required to notify NEA as soon as possible, (i) when he/she is to be absent on medical leave; and (ii) the date when he/she anticipates returning to work.

(b) An employee returning from medical leave shall be assigned to the same position that he/she held at the time his/her leave commenced, or, if that position is no longer an authorized NEA position, to an equivalent position, provided that an employee who is on medical leave shall be subject to the provisions of Article 18 of this Agreement regarding layoff and displacement and the obligations imposed upon NEA by this subsection shall be subject to the implementation of said provisions. It is expressly understood that an employee on medical leave may be laid off or displaced only in accordance with the normal operation of the relevant provisions of this Agreement and no employee shall be laid off or displaced simply because he/she is on medical leave.

Section 7. An employee who is unable to work for ninety (90) consecutive calendar days as the result of a medical disability may file a claim for benefits under the long-term disability policy.

Part C. JURY AND LEGAL LEAVE

Section 1. An employee who is summoned for jury duty or who is subpoenaed to appear in court as a witness in a criminal or civil proceeding shall be granted leave. His/her compensation in either case shall be as follows,

(a) An employee may take leave with pay for up to forty-five (45) days per contract year for service as a juror if the compensation received for the service performed, less transportation costs, is remitted to NEA.

(b) An employee shall be entitled to take up to a maximum of seven-and-one-half (7.5) hours of leave with pay each contract year to serve as a witness if the compensation received for the service performed, less transportation costs, is remitted to NEA.

(c) An employee may take annual leave or leave without pay and retain any compensation received for the services performed.
(d) An employee who is required to appear in court for a criminal or civil proceeding may take annual leave or leave without pay.

Section 2. During the first full work week of February and of August each contract year, any employee may contribute not less than one hour of his/her accrued annual leave to a NEASO Jury Leave Bank, such bank to be administered by the Union pursuant to guidelines established by the Union after consultation with NEA. In the event that an employee is required to serve on a jury for more than forty-five (45) days, he/she may request that jury leave be granted from the NEASO Jury Leave Bank. Upon the Union's approval, NEA shall credit such person(s) with such jury leave from the Bank as the Union deems appropriate in conformity with the aforesaid guidelines. Jury leave from the Jury Leave Bank may also be used with the approval of the Union by an employee for service as a witness for more than seven-and-one-half (7.5) hours per contract year, but not more than seven-and-one-half (7.5) hours per contract year may be withdrawn from the Bank for this purpose. Any leave in the Bank which is not utilized by employees during the contract year shall accumulate from year to year.

Part D. PARENTAL LEAVE

Section 1. Parental leave without pay shall be granted to an employee for the purpose of child rearing as follows:

(a) An employee who becomes a parent shall be entitled, upon request, to a leave to begin at any time between the birth of his/her child and one year thereafter.

(b) An employee adopting a child of six (6) years of age or less (or, in appropriate circumstances, an older child) shall be entitled, upon request, to a leave to begin at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

(c) Any employee requesting leave under this Article shall notify NEA in writing of his/her desire to take such leave and, except in case of emergency, shall give such notice at least twenty (20) calendar days prior to the date on which his/her leave is to begin. Upon NEA's request, such an employee shall submit to Human Resources a copy of the birth or adoption certificate or an affidavit or other reasonable documentation satisfactory to NEA. All such documentation shall be confidential.
(d) All or any portion of a leave taken pursuant to this Section may, at the employee's option, be charged to accrued annual leave.

(e) Parental leave without pay shall be granted for a period not to exceed two (2) years, provided, however, that any time charged to medical leave, annual leave, or other paid leave shall not be included in calculating the two (2)-year limitation.

Section 2. An employee who is granted a parental leave pursuant to Section 1 above shall have the following return-to-active-employment rights:

(a) If an employee notifies NEA of his/her desire to return to active employment after a leave which has been charged entirely to annual leave, said employee shall be treated in accordance with the provisions of this Agreement regarding the return to active employment of an employee who has been on such leave.

(b) If an employee is returning to active employment from leave without pay status, he/she shall be treated in accordance with the provisions of Part H of this Article.

(c) It is expressly understood that an employee who is on parental leave of absence may be laid off or displaced only in accordance with the normal operation of the relevant provisions of this Agreement, and no employee shall be laid off or displaced simply because he/she is on parental leave.

Part E. MILITARY LEAVE

Section 1. An employee is eligible for Military Leave when, during NEA employment, he or she:

(a) is called to required military training;

(b) is called into state or federal active military service;

(c) participates in federally-funded military training duty; or,

(d) reports for a tour of active federally-funded duty as well as for members of the armed services who are called to report for active duty.

The employees listed above shall be granted up to fifteen (15) workdays of paid military leave thereafter afforded the following options:
(e) Employees shall be granted leave without pay for the duty indicated in their military orders. (Part H, LWOP)

(f) Employee’s use of his or her annual or compensatory leave balances.

Employees do not lose seniority or accrued leave balances when taking these fifteen (15) days of military leave with pay.

The employee will provide his or her immediate supervisor with written notice that the employee will be engaging in military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.

**Section 2.**

(a) An employee involuntarily inducted into the armed services or recalled from reserve status to active duty shall be eligible, at his/her option, for an unpaid leave of absence for:

(i) the entire period of his/her induction or recall, or

(ii) that portion of his/her induction or recall that exceeds his/her accrued annual leave.

(b) If an employee who has taken leave pursuant to this Section makes application for reinstatement within ninety (90) calendar days after his/her discharge from the armed services, he/she shall be assigned to the same position that he/she held at the time the leave commenced or to a substantially equivalent position, provided that an employee who is on military leave shall be subject to the provisions of Article 18 of this Agreement regarding layoff and displacement and the obligations imposed upon NEA by this subsection shall be subject to the implementation of said provisions. It is expressly understood that an employee on military leave may be laid off or displaced only in accordance with the normal operation of the relevant provisions of this Agreement and no employee shall be laid off or displaced simply because he/she is on military leave. Upon his/her return to active employment, the employee shall be placed at the same salary level to which he/she would have otherwise been entitled had he/she remained actively employed for the period of his/her leave, and thereafter shall accrue benefits at the rate appropriate for such salary.
Section 3. When an employee is recalled to active duty in the armed forces, the NEA shall continue said employee on the payroll and advance his normal pay for up to one year.

(a) In the event that the NEA gross salary is over and above the employee's military pay, NEA shall require reimbursement of the military pay less tax withholdings. As a basis for reimbursement, NEA will require the employee to show proof of pay from the military service prior to deployment, if available. Otherwise, as soon thereafter that it becomes available.

(b) If the amount of military pay exceeds that provided by NEA, as shown on the proof of pay from the military service prior to deployment, or upon verification of commencement of military pay, NEA Payroll will suspend paying the employee his normal pay until his return to employment with NEA.

(c) At the employee's option, all or part of leave balances held at the beginning of active military duty may be applied to the period of absence due to military service, or retained until reinstatement from military leave without pay (LWOP).

Section 4. Employees may not, however, apply retained leave to certain days in the middle of their LWOP. If leave is used to remain in active status, it shall be applied before going on LWOP.

(a) Should the employee status be placed in Leave Without Pay, benefit coverage will continue through the end of the month in which the leave without pay begins. If the employee returns from leave the following month, and works at least one-half of a workday in the month, coverage will not lapse. Otherwise, employee will be eligible to continue health coverage assuming one hundred percent (100%) of cost.

(b) Should the employee status be placed on paid leave, the NEA contribution to health insurance premiums continues.

(c) Group term life/AD&D insurance provided by NEA will be suspended the day the employee becomes active military.

(d) Group long-term disability insurance provided by NEA will be suspended the day the employee becomes active military.
Upon the employee’s reinstatement, the employee will provide NEA with military discharge documentation (DD214) that establishes the length and character of the employee’s military service.

Part F. ADMINISTRATIVE LEAVE

Section 1.

(a) NEA may authorize administrative leave with pay as it deems appropriate.

(b) Administrative leave shall normally be granted to all employees, but NEA reserves the right to grant such leave only to specific employees or groups of employees as circumstances warrant.

(c) When it is determined that hazardous or unsafe working conditions warrant closing the NEA building and/or sending employees home, such employees shall be granted administrative leave.

Section 2.

(a) Administrative leave shall be granted to an employee scheduled to work or to begin his/her working day in the Washington, D.C., metropolitan area, on any day on which federal government offices in Washington, D.C. do not open because of adverse weather conditions. Once such federal government offices have opened on a particular day, NEA shall not be affected if they are subsequently closed later that day.

(b) Administrative leave shall be granted to the employees in a Regional Office, when in the opinion of the Area Director or his/her designee, such leave is necessitated by adverse weather conditions. Each Area Director shall make appropriate arrangements to inform the employees in his/her Regional Office when the office is to be closed.

(c) Administrative leave shall also be granted to an employee in a Regional Office for any period during which the government offices in the county or city of his/her residence do not open because of adverse weather conditions. Once such government offices have opened on a particular day, NEA shall not be affected if they are subsequently closed later that day.
Section 3.

(a) Administrative leave shall be granted for any national period of mourning during which federal offices are closed.

(b) Administrative leave shall be granted to the employees assigned to NEA Center for any period during which federal government offices in the District of Columbia are closed on Inauguration Day.

(c) Administrative leave shall be granted to the employees in a Regional Office for any state holiday when the building in which the Regional Office is located is closed.

Section 4. If an employee who is included within a specific group for which administrative leave has been granted is required by NEA to work during such leave, he/she shall be compensated as follows,

(a) if the employee is eligible for overtime pay under Article 12 of this Agreement, he/she shall receive pay for each hour worked at his/her regular hourly rate in addition to his/her regular salary; or,

(b) if an employee is not eligible for overtime pay under Article 12 of this Agreement, he/she shall receive one hour of compensatory time off for each hour worked.

Section 5. If administrative leave is granted for one day or more when an employee who would otherwise be granted such leave is on annual leave or medical leave, the time shall not be charged to such leave.

Part G. BEREAVEMENT LEAVE

Except as otherwise provided in Section 2, an employee shall be granted up to five (5) days of bereavement leave because of the death of a member of his/her immediate family. For purposes of definition, immediate family shall be the following: spouse (or an equivalent significant other with whom the employee has been sharing his/her domicile in an intimate relationship), children, children-in-law, parents/legal guardians, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, grandchildren, and brothers and sisters-in-law.
Part H. LEAVE WITHOUT PAY

Section 1. NEA may grant employees leave without pay for the following purposes:

(a) extended vacation;
(b) advanced study;
(c) travel;
(d) civic or community service;
(e) sustained illness or disability exceeding accrued medical leave;
(f) child or other dependent care;
(g) temporary employment outside NEA which is likely to benefit both NEA and the employee; and
(h) other purposes which are mutually agreed upon between NEA and the employee.

A request for leave without pay shall not be denied except for good reason.

Section 2. Leave pursuant to Section 1 may be granted to an employee for up to two (2) years, provided that such leave shall not exceed six (6) months in the case of a probationary employee and further provided that such leave shall continue for the entire period any employee is receiving benefits under the long-term disability program.

Section 3.

(a) Time spent by an employee on leave without pay shall not be counted as time worked for purposes of accruing any benefits under this Agreement nor shall such time be included in determining the employee’s seniority or his/her completion of the probationary period. The time period during which an employee must use his/her accrued annual leave shall be tolled for the period of any leave without pay.

(b) An employee on leave without pay shall not be covered by the life insurance, medical, hospitalization and dental benefits provided for in Article 39 of this Agreement, provided, however,
that such employee shall have the option of continuing such benefits in effect by paying the premium or costs that NEA would have paid on his/her behalf if the employee had continued to be actively employed as well as any contributions which he/she would have been obligated to pay. An employee on leave without pay who is receiving benefits under the long-term disability policy shall retain medical/hospitalization coverage.

(c) An employee on leave without pay shall be credited with up to one year of service for purposes of the Retirement Plan.

Section 4.

(a) If an employee has been on leave without pay for twelve (12) months or less, he/she shall upon his/her return to active employment be assigned to the same position that he/she held at the time the leave commenced or, if that position is no longer an authorized NEA position, to an equivalent position.

(b) If an employee has been on leave without pay for more than twelve (12) months, he/she shall, upon his/her return to active employment, be assigned to the same position that he/she held at the time the leave commenced or to an equivalent position.

(c) The provisions of Article 18 of this Agreement regarding layoff and displacement shall apply to an employee who is on leave without pay and the obligations imposed upon NEA by subsections (a) and (b) shall be subject to the implementation of those provisions. It is expressly understood that an employee on leave without pay may be laid off or displaced only in accordance with the normal operation of the relevant provisions of this Agreement and no employee shall be laid off or displaced simply because he/she is on leave without pay.

Section 5. Except as otherwise expressly provided for in this Agreement, Sections 3 and 4 shall apply to all leaves without pay.

Article 15. TRAVEL

Section 1. It is understood that all employees have a stewardship responsibility to conserve NEA resources and to make every effort to minimize travel expenses. All air travel arrangements shall be made through the designated NEA travel agency, with appropriate supervisory authorization on the NEA Transportation Approval Form.
Section 2.

(a) NEA shall provide travel accident insurance of $1,000,000 for loss of life for an employee traveling on official NEA business. Said insurance is subject to an aggregate limit for any one accident. Said insurance shall apply only to those methods of transportation which are covered by NEA's present travel accident insurance policy.

(b) In the event that an employee becomes incapacitated by injury or illness while on NEA travel, and is unable to return home by him/herself, and based upon appropriate medical documentation, NEA will take reasonable and appropriate steps, and assume the reasonable cost of, returning the employee home.

Section 3. NEA shall reimburse an employee for expenses actually incurred by him/her for travel outside of the metropolitan area of his/her principal place of assignment on official NEA business as follows:

(a) The actual cost, including tax and gratuities, for his/her meals as provided below, to a daily maximum of $60:

(i) An employee shall be entitled to reimbursement for the cost personally incurred for his/her breakfast, lunch, or dinner if, as a result of such travel, he/she is away from such metropolitan area during the respective normal meal time;

(ii) Notwithstanding the above, an employee shall not be entitled to reimbursement for breakfast, lunch, or dinner if such a meal is provided or paid for by NEA, an NEA affiliate, or another employee or representative of NEA or an NEA affiliate, or an NEA business contact.

(b) The actual cost, including tax and gratuities, incurred by the employee for his/her normal single occupancy lodging at an appropriate hotel, motel, or similar commercial establishment.

(c) Charges for valet service incurred for reasonable expenses after five consecutive calendar days of travel, and for travel of less than five (5) consecutive calendar days if the travel involves stops in more than one community.

(d) Transportation costs as follows:
(i) the current nontaxable maximum amount of mileage reimbursement allowed by IRS for miles driven in the employee’s own automobile. If the IRS increases said amount, NEA shall increase its reimbursement figure by the same amount;

(ii) rental automobiles as required and approved by the employee’s supervisor, excluding the cost for any insurance coverage not included within the basic rental price. If an accident occurs, any “deductible” for which an employee may be liable by reason of his/her failure to take such additional insurance coverage will be borne by NEA;

(iii) parking fees, road, bridge and tunnel tolls;

(iv) air fare: It is understood that travel shall be coach class, using the lowest practical airfare readily available, except that first class travel shall be permitted when no reasonable coach class transportation is available;

(v) train fare: All train travel, including the Metroliner, shall be coach class, except that Pullman class shall be permissible for overnight travel in lieu of overnight lodging reimbursement;

(vi) bus, taxi and limousine fares and other forms of ground transportation as required.

(e) Reasonable gratuities.

(f) Receipts or other documentation shall be required for all expenses pursuant to NEA Travel Guidelines.

Section 4. NEA shall reimburse an employee for loss or damage of such personal items as are necessary and appropriate for travel on official NEA business and/or the performance of assigned functions (e.g., clothing, baggage, etc.), except when such loss is due to the proven negligence of the employee. Reimbursement shall be at fair market value and shall be limited to that portion of any loss that is not otherwise reimbursed by insurance or any other non-NEA source.

Section 5. NEA shall reimburse an employee who makes fifteen (15) or more trips requiring travel to places over fifty (50) miles from his/her principal place of assignment per contract year or whose job responsibilities regularly require using credit cards for NEA business, for the fee for one
standard American Express, Carte Blanche, Visa or MasterCard national credit card per contract year. NEA shall in addition, provide each such employee with a car rental card, to be used for NEA purposes only, at no cost to the employee.

**Section 6.**

(a) NEA shall pay to an employee a Travel Credit Allowance (TCA) of $1,300 if the employee travels on official NEA business and remains overnight in connection therewith for thirty (30) nights during a contract year. NEA shall pay a TCA of $550 if the employee travels twenty (20)-twenty-nine (29) overnights during the contract year. NEA shall pay $50 per overnight for each overnight an employee travels on official NEA business in excess of thirty (30) overnights.

(b) An employee shall be paid this Travel Credit Allowance as soon as the appropriate overnights are accrued and submitted with proper approval to Accounting. Requests for TCA for overnights in excess of thirty (30) per contract year must be submitted on a quarterly or annual basis. All requests for TCA must be submitted within sixty (60) calendar days after the end of the contract year.

**Section 7.** NEA shall reimburse an employee who travels on official NEA business and remains overnight in connection therewith for ten (10) consecutive calendar days for vouchers submitted for one trip from his/her place of assignment to and from his/her home. An employee shall similarly be reimbursed for each such consecutive ten (10) calendar-day period.

**Section 8.** An employee on official NEA business at a location which is outside of the metropolitan or suburban area in which the employee is permanently assigned may return to his/her home at NEA's expense when an emergency situation arises that requires the employee's presence, with the authorization of the employee's supervisor.

**Article 16. MOVING AND TRANSPORTATION EXPENSES**

**Section 1.** Moving and transportation expenses shall be made available to employees who are required to relocate to a different metropolitan area as a result of:

(a) an involuntary transfer or reassignment;
(b) a layoff within one year after being reassigned or transferred to a different metropolitan area (NEA will pay moving and transportation expenses related to return to the metropolitan area from which he/she was reassigned or transferred); or

(c) the displacement of another employee pursuant to Article 18, Section 13 of this Agreement.

Section 2. Moving and transportation expenses paid pursuant to Section 1 shall include the following:

(a) an amount equal to air fare, coach class, between the metropolitan areas involved for himself/herself and each member of his/her household who moves with him/her, or current nontaxable maximum amount of mileage reimbursement allowed by IRS for miles driven in the employee's own automobile, whichever is less, between the aforesaid locations, plus reasonable expenses for lodging and meals. And, in the event the employee is unable to occupy his/her place of residence, reasonable expenses for lodging and meals shall be paid for a period of not more than ten (10) calendar days and the cost of storage of furniture for up to thirty (30) calendar days;

(b) the actual cost of moving the employee's normal household goods, as presently defined in NEA's Moving and Transportation Guide, including packing, unpacking, and reasonable insurance;

(c) the actual and reasonable cost incurred for moving one automobile;

(d) an amount equal to the air fare, coach class, for the employee and one member of his/her household for one round trip between the metropolitan areas involved for the purpose of obtaining housing and/or making other personal arrangements, or current nontaxable maximum amount of mileage reimbursement allowed by IRS for miles driven in the employee's own automobile, between the aforesaid metropolitan areas, whichever is less, plus reasonable expenses for lodging and meals, as presently defined in NEA's Moving and Transportation Guide, for the employee and one member of his/her household for up to six (6) calendar days and five (5) calendar nights;

(e) $400 for incidental costs.
Section 3. For an employee who is required to relocate within the meaning of Section 1(a) of this Article, NEA shall grant a full-time telework arrangement up to four (4) months when practicable, which may be extended due to extenuating circumstances when practicable. To the extent that such employee is required to travel for NEA prior to the effectuation of the transfer, NEA shall be responsible for expenses as per Article 15.

Section 4. An employee may take up to an aggregate of ten (10) days administrative leave for time actually spent for the purposes set forth in Sections 2(a) and 2(d).

Article 17. DISCIPLINE AND DISCHARGE

Part A. INFORMAL EFFORTS

Section 1. NEA and NEASO are committed to the resolution of concerns and problems utilizing informal methods when appropriate and reasonable. The parties agree that the principles contained in the Preamble to this Agreement and the goal of resolving problems before they become formal matters are hereby incorporated into this Article.

Section 2. "Informal methods," as used in Section 1, may include discussions between the supervisor and the employee to identify and clarify the problem or concern; discussion between NEASO and NEA; identification of resources and tools available to the employee; identification of resources and tools available to the supervisor; mentoring; and oral warnings.

Part B. DISCIPLINE AND DISCHARGE PROCEDURES

Section 1.

(a) NEA may discharge or otherwise discipline a non-probationary employee for just cause.

(b) NEA may, at its discretion, discharge or otherwise discipline a probationary employee, provided that NEA shall take no action in this regard that is contrary to Article 5 of this Agreement or relevant law.
Section 2.

(a) Except as otherwise provided in Section 3 of this Article, NEA shall, insofar as appropriate, observe the principles of progressive discipline.

(b) Prior to the imposition of any discipline, NEA shall meet with the employee to discuss the problem or incident giving rise to the discipline. NEA shall send the Union a copy of the meeting notification. Prior to the meeting, NEA shall inform the employee of his/her right to have a Union representative present. If the employee expresses a desire to have a Union representative present, NEA shall give the employee a reasonable opportunity to contact the Union and arrange for a representative. NEA shall give the employee an opportunity to refute the basis for the disciplinary action or to give an explanation for the problem or incident. Following the imposition of any discipline, NEA shall discuss with the employee any corrective action required or improvement expected.

(c) Progressive discipline shall ordinarily proceed as follows:

   Step 1: formal written warning;

   Step 2: suspension accompanied by formal written warning;

   Step 3: such other discipline as deemed appropriate by NEA and approved by the Executive Director or his/her designee, including discharge.

(d) Nothing herein shall be construed to require NEA to impose a higher level of discipline than it deems appropriate under the circumstances, or to prohibit NEA from skipping steps in the progressive discipline procedure in unusual situations when the seriousness of the misconduct warrants.

Section 3.

(a) Progressive discipline shall not be required with regard to the following, which shall constitute just cause for immediate discharge:

   (i) habitually being under the influence of alcoholic beverages or drugs during working hours to the extent that the
employee is unable to perform adequately his/her assigned functions;

(ii) theft;

(iii) willful falsification of official documents;

(iv) gross insubordination, except where compliance would jeopardize the employee's health or safety;

(v) unprovoked assault on or threats to an NEA representative or another employee during working hours;

(vi) deliberate destruction of the property of NEA or of another employee;

(vii) failure to comply with the provisions of Article 27 of this Agreement;

(viii) sale or distribution of a controlled substance on the premises of NEA;

(ix) deliberate destruction or misappropriation of electronic data or other proprietary information belonging to NEA;

(x) deliberate misrepresentation of one's position at NEA for personal benefit or for the purpose of providing false information for the benefit of another; or

(xi) aggravated sexual harassment or any other unlawful harassment.

(b) An employee may be discharged pursuant to subsection (a) only with the advance approval of the Executive Director or his/her designee, and then only after the Union has been given notice of the proposed discharge. An employee who is discharged pursuant to subsection (a) shall have access to the grievance procedure set forth in Article 36 of this Agreement, provided that the Union may, with the approval of the employee, submit the matter to expedited arbitration pursuant to Article 36, Part B, Section 9.

(c) An employee who is discharged pursuant to subsection (a) shall, where practicable, be informed of his/her right to have a Union representative present, and, if he/she desires, shall be allowed to
discuss the matter with such representative before he/she is required to leave the premises, and NEA shall make an area available where he/she may do so in private.

(d) Nothing in this Section shall be construed to restrict the right of NEA, in its discretion, to impose a lesser disciplinary penalty in any case in which discharge would be warranted under this Section except as it relates to Article 27.

**Section 4.** When an employee is discharged in accordance with Article 25, the effective date of discharge shall be determined by the employee's length of continuous service with NEA from his/her most recent date of hire as follows:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Effective Date of Discharge</th>
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<tr>
<td>Less than 2 years</td>
<td>2 weeks from receipt of notice of discharge</td>
</tr>
<tr>
<td>2 years through 4 years</td>
<td>4 weeks from receipt of notice of discharge</td>
</tr>
<tr>
<td>5 years through 19 years</td>
<td>8 weeks from receipt of notice of discharge</td>
</tr>
<tr>
<td>20 years or more</td>
<td>12 weeks from receipt of notice of discharge</td>
</tr>
</tbody>
</table>

**Section 5.** NEA reserves the right to suspend an employee from duty as of the date on which the notice of discharge is issued, provided that such employee shall receive full pay and benefits for the appropriate period indicated above.

**Section 6.** Material related to any discipline or discharge (other than that related to discipline or discharge for any of the grounds listed in Section 3(a)) shall be expunged from an employee's file in two (2) years or less provided that no further incidents of misconduct or disciplinary action occur during that two (2)-year period.

**Article 18. JOB SECURITY**

**Section 1.** NEA reserves the right to take actions which may be necessary for economic reasons or to improve the efficiency and/or
effectiveness of its operations, including structural reorganization and to lay off or involuntarily transfer employees in implementation of such actions. If the Union contends that a layoff resulting from any such action is not intended to achieve such purposes, it may submit the matter to the grievance and arbitration procedure.

Section 2.

(a) If NEA plans to take any action pursuant to Section 1 which would result in the layoff or involuntary transfer of any employees, it shall provide notification to the Union in writing, at least sixty (60) calendar days before such action becomes effective and afford it an opportunity to negotiate regarding alternative actions.

(b) If NEA takes any action pursuant to Section 1, no employee shall be laid off if there is any vacant position in the bargaining unit which he/she is qualified to fill or could, with reasonable training, become qualified to fill. The movement of the employee to such a position shall be considered an involuntary transfer without the requirement of posting.

Section 3. NEA shall notify the Union of any proposed layoff or involuntary transfer of employees, specifying the number of employees, the names and titles of such employees and the reasons for the proposed actions.

Section 4. For the purposes of this Article, the phrase "Job Category" means one of the following:

(a) Professional;
(b) Administrative/Clerical; or
(c) Technical.

Section 5. If a layoff becomes necessary in a Job Category, the employees in that Job Category shall be laid off in the reverse order of seniority, provided that the more senior employee is qualified to perform the work remaining in the Job Category. Two (2) bumps will be allowed in the same manner as prescribed in Section 9.

Section 6. Written notice of an intended layoff will be given to the Union at least thirty-five (35) calendar days and to the affected employee(s) at least thirty (30) calendar days before such action is to become effective, provided that written notice of layoff need be given to a probationary
employee only forty-eight (48) hours before the action is to become effective. It is understood that NEA reserves the right to lay off an employee without notice, provided that the employee receives full pay and benefits for the required period of notice.

Section 7.

(a) NEA shall not employ any temporary or term employees, as defined in Article 7, Section 1, of this Agreement, to perform bargaining-unit-type work if there is any bargaining-unit employee on layoff who is qualified, or could become qualified with reasonable training, and desires to perform the work in question.

(b) Any bargaining-unit employee who has received notice of a layoff shall have the right to displace any temporary or term employee performing bargaining-unit-type work if he/she is qualified to perform the work in question.

Section 8. The Union President, Vice-President, Secretary, Treasurer, Grievance Committee Chairperson and Chief Shop Steward shall be continued in active employment by NEA regardless of their relative seniority, provided that there is bargaining-unit work that they are qualified to perform in any Job Category. Preference among the aforesaid Union officials shall be in the order in which they are listed herein (i.e., highest priority to President, etc.).

Section 9. An employee who receives a notice of layoff shall have the right to displace any less senior employee in his/her Job Category or in any other Job Category in which he/she previously has been employed by NEA whose work he/she is qualified to perform, provided that a part-time employee shall not have the right to displace a regular employee regardless of seniority. Notice of intent to exercise this right must be given to NEA not later than five (5) days after the employee received a notice of layoff. NEA will immediately notify the displaced employee who shall have the same rights as the employee who initiated the “bump.” An employee who is displaced by the second “bump” shall have the right to be transferred to the position of the least senior employee in his/her Job Category whose work he/she is qualified to perform. This employee, if he/she does not transfer to another position in his/her Job Category, or the employee who is displaced as a result of the transfer of another employee to his/her position pursuant to this Section, shall have all of the rights available to an employee who is laid off other than the bumping rights provided by this Section. An employee who displaces another employee shall:
(a) retain all of his/her accrued benefits;
(b) receive the salary of the employee that he/she had displaced;
(c) have his/her benefits computed thereafter on the basis of the latter salary.

Section 10.

(a) When vacancies occur in a Job Category, the laid-off employees in the Job Category will be recalled in seniority order, provided that they are qualified to perform the work in question, and provided further that all regular employees in the Job Category will be recalled before any part-time employees are recalled. If the position is not filled by a laid-off employee from the Job Category in question, laid-off employees from other Job Categories will be recalled in seniority order, provided that they are qualified to perform the work in question.

(b) If a laid-off employee has displaced another employee or has been recalled to a position other than:

   (i) that which he/she held immediately prior to his/her layoff, or
   (ii) a substantially equivalent position, he/she shall remain eligible for recall in accordance with the provisions of subsection (a).

Section 11. Notice of recall shall be given by registered mail to the last address given to NEA by the employee. A copy of the notice of recall shall be given to the Union at the time it is sent to the employee. If an employee fails to respond within ten (10) days after delivery of the above notice of recall to said address, he/she shall be deemed to have refused the position offered.

Section 12. An employee who is laid off shall remain on the recall list for thirty-six (36) months after the effective date of his/her layoff unless he/she:

   (a) waives his/her recall rights in writing;
   (b) resigns;
(c) fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position; or

(d) fails to report to work for a position that he/she has accepted within ten (10) days after receipt of the notice of recall, unless such employee is sick or injured. If an employee has secured temporary employment elsewhere, he/she may, at the discretion of NEA, be allowed additional time before reporting for work.

Section 13. If an employee in a Regional Office is laid off and displaces an employee in another Regional Office or at NEA Center, or if an employee at NEA Center is laid off and displaces an employee in a Regional Office, such employee shall be entitled to the benefits provided in Article 16, sections 1 and 2 of this Agreement if he/she meets the eligibility requirements set forth therein.

Section 14. Nothing contained in this Article shall be construed to prevent NEA from placing a minority-group employee or a female employee in any position for which he/she is qualified, provided that this does not result in the displacement of another employee with greater seniority.

For purposes of this Section, minority-group employees shall each constitute a separate seniority group and among the employees in such group seniority shall prevail. NEA will take appropriate steps to ensure that if any layoffs occur, those layoffs will comply with federal and DC laws.

Article 19. RESIGNATIONS

Section 1. An employee shall notify Human Resources in writing of his/her intention to retire or resign and of the effective date. An employee is expected to give notice of at least one week. Human Resources shall notify the Union promptly of its receipt of a retirement or resignation. Employees who are retiring, or resigning from NEA with ten (10) or more years of employment, must give notice as provided in Article 20 to be eligible for the severance benefit.

Section 2. A notice of intention to resign shall not become effective until seventy-two (72) hours after it has been given to the Union and an employee may at any time during said seventy-two (72)-hour period rescind the notice. The right to rescind such notice may not be exercised more than once during the term of this Agreement.
Article 20. SEVERANCE PAY

Section 1.

(a) An employee who is permanently separated from NEA by reason of:

(i) resignation with at least twenty-two (22) days advance written notice after ten (10) or more years of NEA employment;

(ii) retirement with at least forty-five (45) days advance written notice; or

(iii) death while in NEA's employ;

shall receive a lump sum payment of an amount equal to one week of salary for each full year of employment with NEA from his/her most recent date of hire, including time employed as a temporary or term employee from which he/she subsequently transferred, at the rate that he/she was receiving as of the date of his/her resignation, retirement, or death, up to a maximum of ten (10) weeks of salary. In extraordinary circumstances, NEA may waive the forty-five (45)-day notice requirement for a retiree.

(b) In the case of resignation or retirement, payment pursuant to subsection (a) shall be made to an employee on or before the effective date of his/her resignation or retirement. In the case of death, such payment shall be made, within three (3) days after NEA has received written notice of the death, to the estate of the deceased employee.

Section 2. An employee who has been laid off in accordance with Article 18 of this Agreement shall receive severance pay based on length of employment with NEA from his/her most recent date of hire, including time employed as a temporary or term employee from which he/she subsequently transferred, at the rate that he/she was receiving as of the date of his/her layoff as follows:

<table>
<thead>
<tr>
<th>Years with NEA</th>
<th>Amount of Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>9 weeks</td>
</tr>
</tbody>
</table>
At least 4 years but less than 10 years 12 weeks
10 years or over 15 weeks

Such payment shall be made on a biweekly basis pursuant to Article 9 of this Agreement after the layoff becomes effective. If an employee is recalled or otherwise resumes active employment with NEA, his/her biweekly severance payments shall be stopped as of the date on which he/she is recalled or resumes active employment. Time of service shall be counted for severance benefits only once. In the event that an employee is laid off and recalled, credited service for severance benefits will toll from the date of recall.

Article 21. SENIORITY

Section 1. Seniority shall be computed from an employee’s most recent date of hire with NEA, including time employed as a term employee.

Section 2. A temporary employee hired directly into a regular position before June 1, 2012, shall be credited with seniority retroactive to the start of the temporary employment, but only for the following purposes: allocation of office space procedures (See Article 4, Section 5(b)), job security (See Article 18), movement into and out of the bargaining unit (See Article 22), the filling of vacancies and promotions (See Article 23, Parts B and C), transfers and reassignments (See Article 23, Part D), and parking permit eligibility (See Article 42).

Section 3. A temporary employee hired directly into a regular position after June 1, 2012, shall be credited with seniority retroactive to the start of the temporary employment, but only for the following purposes: allocation of office space procedures (See Article 4, Section 5(b)), leave accumulations (See Article 14, Part A, Section 2), length of continuous service calculations (See Article 17, Part B, Section 5), job security (See Article 18), movement into and out of the bargaining unit (See Article 22), the filling of vacancies and promotions (See Article 23, Parts B and C), transfers and reassignments (See Article 23, Part D), and parking permit eligibility (See Article 42).

Section 4. Time employed on paid leaves of absence and in positions in bargaining units recognized under the National Labor Relations Act shall for all purposes be counted in computing an employee’s seniority. Time employed in positions outside of bargaining units recognized under the National Labor Relations Act (i.e., confidential, management, or supervisory positions) shall not be counted in computing seniority for
purposes of layoff, promotion, transfer and other actions in which seniority is relevant in making job decisions between or among employees. Said time shall be counted, however, in determining an employee’s seniority for purposes of accruing individual benefits.

Section 5. Continuous service shall not be broken by layoff and unpaid leaves of absence, but the time employed thereon shall not be counted in computing the seniority.

Section 6. If two (2) or more employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be determined by a drawing of lots.

Article 22. MOVEMENT INTO AND OUT OF BARGAINING UNIT

Section 1. If an employee moves from a bargaining-unit position to a non-bargaining-unit position, he/she shall, upon his/her return to the bargaining unit, be credited with seniority computed in accordance with Article 21 of this Agreement, and shall accrue benefits in accordance with such seniority. Such employee shall have restored to him/her all of the accrued benefits which he/she had as of the date he/she left the bargaining unit, except to the extent that such benefits may have been utilized by him/her while employed outside of the bargaining unit. Any benefits that he/she may have accrued while employed outside of the bargaining unit shall remain available for use by him/her in accordance with the terms on which they were accrued.

Section 2. If an employee moves from a non-bargaining-unit position to a bargaining-unit position, he/she shall, upon entering the bargaining unit, be credited with seniority computed in accordance with Article 21 of this Agreement, and shall accrue benefits in accordance with such seniority. Any benefits that the employee may have accrued while employed outside of the bargaining unit shall remain available for use by him/her in accordance with the terms on which they were accrued, except insofar as required by Article 42, Section 6(b).

Section 3. If a new bargaining-unit position is authorized, the functions of which are the same or substantially equivalent to those of a prior non-bargaining-unit position (e.g., differing principally in the elimination of supervisory aspects of the position included in the bargaining unit as the result of an administrative reassignment of the position, etc.), NEA reserves the right to fill such position with the non-bargaining-unit employee who
previously occupied it notwithstanding the provisions of Article 23, Part B, of this Agreement.

**Article 23. STAFFING**

The parties recognize that all work conducted by employees of the bargaining unit is NEA work. Work is not exclusively associated with one position, program component, area, or structural center. Work may be accomplished by individuals or teams and groups becoming teams. Work may be within or across areas. To that end, the parties are committed to enhanced flexibility in the use of staff in order to accomplish NEA work.

**Part A. POSITIONS**

**Section 1.** NEA will maintain a position description for each bargaining unit position that accurately reflects the significant functions to be expected of the employee in the position.

**Section 2.** NEA shall not rank positions or distribute work among similarly situated employees in an arbitrary or capricious manner.

**Section 3.** Should NEA develop a significant new configuration of work for a vacant position, a review will be conducted one year after the position is filled to determine the appropriateness of the job title assigned.

**Section 4.** Processes for classification requests/appeals are outlined in Attachment B.

**Part B. VACANCIES**

**Section 1.** A vacancy shall be deemed to exist when an additional position is authorized or when a person occupying a position leaves the position and the position remains authorized.

**Section 2.** When NEA decides to fill a vacancy, it shall first comply with the provisions of Article 18 of the Agreement. If the position remains unfilled, NEA shall proceed as follows:

(a) Before any external posting(s) may occur, NEA shall post a notice of vacancy of all bargaining-unit positions on a bulletin board set aside for this purpose and shall promptly send said notice via LAN to all members of the bargaining- unit. A copy of said notice shall be given to the Union at the time it is posted and an announcement shall be sent to each Regional Office.
(b) NEA will make its decision regarding the selection of an internal applicant prior to considering external candidates.

(c) Qualified internal candidates will be interviewed for job openings. A qualified internal candidate is defined as meeting the minimum qualifications for the position. Any internal candidate not deemed by NEA to meet the minimum qualifications shall be notified in writing, including the reason(s) for the decision, by Human Resources before NEA begins the interview process for a departmental position.

(d) An internal candidate who meets all three (3) tiers of the selection criteria shall be selected.

(e) NEA shall not recruit applicants to fill a vacancy from among persons who are not members of the Union bargaining unit until seven (7) days after providing the Union with a copy of the notice of vacancy.

(f) Individual employees, invited by NEA for their relevant expertise, will serve on interview committees charged with filling vacant positions.

Section 3. The notice of vacancy shall include the title, area, salary range, rank and minimum qualifications of the position and the closing date for acceptance of applications for the position and shall state, grouped in the order of importance, the qualifications and factors which will be used to evaluate applicants. NEA shall provide the Union with a copy of the job description for the position and, upon request, shall provide same to any applicant.

Section 4. An employee may apply for any posted vacancy and NEA shall acknowledge in writing all such applications filed. NEA shall give written notice, including reasons for the decision, to all unsuccessful employee applicants and the Union before the successful applicant assumes the position. Within ten (10) days after receipt of the reasons for non-selection, a grievance may be filed.

Section 5. Applicants shall be judged on the basis of their ability to perform the work in question. Length and quality of NEA service shall be considered. When applicants are otherwise equal, current employees, and among such employees he/she with the greatest seniority, will be appointed. Any tests or criteria used as the basis for evaluating candidates shall be job related and shall be administered in a consistent and equitable
manner. Internal candidates need not repeat qualifying tests that they have previously passed, unless the test has changed substantively.

Section 6. Nothing contained in this Article shall be construed to:

(a) require NEA to fill a vacancy or to fill a position for which a notice of vacancy has been posted;

(b) prevent NEA from filling a vacancy temporarily without posting, provided that the experience that a person has obtained while filling a position temporarily shall not be considered in determining the relative qualifications of applicants for filling the position with a regular employee, but his/her on-the-job performance may be considered;

(c) prevent NEA from placing a minority-group or female employee or a minority-group person or female who applies for NEA employment into any vacancy for which he/she is qualified, provided that federal law, DC law, and the provisions of Article 18 of this Agreement are complied with. For purposes of this subsection, minority-group employees and female employees shall each constitute a separate seniority group and among the employees in each such group seniority shall prevail, except as may otherwise be necessary in order to achieve or retain the goals set forth in NEA’s Affirmative Action Plan;

(d) require NEA to post a notice of vacancy prior to filling a vacancy by means of an involuntary transfer; or

(e) prevent NEA from implementing any provisions of this Agreement regarding the re-employment rights of an employee who has been on a leave of absence.

Part C. PROMOTION AND RECLASSIFICATION

Section 1.

(a) Promotion: The movement of an employee from one classified position to another classified position of higher rank shall be deemed a promotion, provided that the selection of the employee is on the basis of his/her ability and past performance.

(b) Temporary Promotion: The movement of a regular employee from one classified position to another classified position of
higher rank for a predetermined period of time shall be deemed a temporary promotion.

(c) **Reclassification Promotion:** The movement of an employee from one classification to a higher classification as a result of the reclassification of an existing position that he/she occupies within the bargaining unit shall be considered a reclassification promotion.

(d) **Reclassification Demotion:** An employee whose position is reclassified to a lower rank shall receive the lower rank salary at the highest step that is nearest to the employee’s current salary. The employee shall be given priority consideration for the next vacancy at his/her former rank in the same administrative Area, provided the employee is qualified to perform the work in question.

**Section 2.** An employee who moves from one classification to a higher classification as a result of a promotion, temporary promotion, or reclassification promotion shall be placed on the step in the new rank which provides a salary at least two (2) steps above the employee's salary prior to the action.

**Part D. TRANSFER AND REASSIGNMENT**

**Section 1. Transfer**

A transfer is the movement of an employee from one position to another position of equal or lesser rank and salary or a reassignment that entails a geographic relocation. Such transfer, if implemented with the consent of the employee, shall be considered a voluntary transfer.

(a) Requests for voluntary transfers for physical and/or mental health reasons shall be accompanied by medical documentation substantiating the nature and bases for the request. NEA shall give due consideration to substantiated requests.

(b) The transfer shall not result in any loss of benefits provided in this Agreement, except those which may result from a voluntary transfer to a lower rank and/or salary.
Section 2. Involuntary Transfer

(a) NEA reserves the right to involuntarily transfer an employee from one position to a substantially equivalent position if it determines that such transfer is necessary for effective operation, or if it determines that such transfer is necessary as the result of the elimination of an employee's position. The transfer of an employee to a lower rank will result in a reduction of the employee’s salary after a period of six months. The employee will receive priority consideration for the next vacancy in a higher rank up to the level of his/her former rank, provided that he/she is qualified to perform the work. The involuntary transfer of an employee to a higher rank shall be considered a transfer promotion and for salary and step purposes shall be treated the same as a reclassification promotion pursuant to Part C, Section 2.

(b) An employee may be involuntarily transferred to a position in a location in a different metropolitan area only if:

   (i) there is no qualified employee who volunteers to accept the position in question;

   (ii) there is no vacant bargaining-unit position at the employee's present location which he/she is willing and qualified to fill;

   (iii) the position which the employee held prior to the transfer is discontinued as an authorized NEA position at the employee's prior location;

   (iv) the employee is the least senior with that position description in that work location.

(c) If an employee is involuntarily transferred, NEA shall provide the employee with such training as may be necessary to qualify him/her for his/her new position. If NEA seeks to involuntarily transfer an employee and the employee objects, NEA shall, at the employee's request, enter into negotiations with the Union in an effort to reach a mutually acceptable solution to the problem. If the problem is not resolved, NEA reserves the right to make the transfer in question and a grievance may be filed alleging:

   (i) a violation of the procedures required by this or any other Article of this Agreement; or
(ii) that NEA's decision has been arbitrary or capricious.

Section 3. NEA may make short-term transfers/reassignments (up to one year) of employees in order to maximize the deployment of available staff in priority efforts of NEA, subject to the following conditions:

(a) Every reasonable effort will be made to harmonize the employee's preference with NEA's needs.

(b) Employees will not be disciplined, adversely evaluated, or in any way disadvantaged in regard to their regular position if they are unable to successfully perform tasks unrelated to their regular position description.

(c) Extensions to the timeframe shall be agreed to by NEA and the Union on a case-by-case basis.

Section 4. NEA may from time to time establish sunset entities within the meaning of this agreement.

(a) Prior to initiating action to staff a sunset entity, NEA shall meet with the Union to describe the purpose of the entity, each potential assignment involved, anticipated duration of the assignment, and the timeline for selecting staff for assignment.

(b) Availability of an assignment shall be promptly communicated via LAN to all members of the bargaining unit. NEA shall directly notify any employee who does not have a functional LAN address.

(c) The announcement of such assignment(s) shall identify the mission of the center, the rank and duration of the assignment(s), including a summary of the primary functions, listing necessary skills and experiences, and identifying the selection timeline and starting date of the assignment(s). A complete description of the expectations shall be available from Human Resources.

(d) The individual(s) selected for a sunset entity assignment shall be entitled to return to his/her former work at the conclusion of the assignment, if that work continues to exist. If the work no longer exists, the employee shall be placed into an equivalent position for which he/she is qualified.
Part E. RETURN TO PREVIOUS POSITION

Section 1. An employee who is promoted, who is voluntarily transferred, or who is voluntarily assigned to a sunset entity shall serve a one hundred and twenty (120) calendar-day trial period in the position.

Section 2. At any time during the trial period, the employee may, at his/her option, return to his/her previous position.

Section 3. If NEA determines during the trial period that the employee is not successful in the new position or assignment, it may rescind the promotion, reassignment, or transfer and the employee will be returned to his/her previous position.

Article 24. PERSONNEL FILES

Section 1. An employee shall have the right, upon notice of at least one hour, except in an emergency, to review the contents of his/her personnel file. A representative of the Union may, at the employee's request, accompany him/her in this review. Upon written authorization of an employee, with appropriate notice as specified above, a representative of the Union may review the employee's file.

Section 2.

(a) Any material placed in an employee's personnel file shall be dated and shown to the employee. Should any material derogatory to an employee's conduct, service, character, or personality be placed in his/her personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents.

(b) An employee shall have the right to file an answer to any derogatory material of the type indicated in subsection (a) which is included in his/her personnel file and such answer shall be attached to the file copy.

(c) An employee who contests the placement of information in his/her personnel file, including allegations that the material is factually false or misleading to his/her detriment, shall have
access to the grievance procedure, including expedited arbitration.

(d) NEA and the Union may mutually agree to revise any language in a document that has actually been signed by an employee and placed or intended to be placed in the employee's personnel file. (Such material shall be removed at the time the agreement is made unless the agreement specifies another date.) In the event the language in such a document is revised, said document shall be typed with the revisions and presented to the employee for his/her signature within two (2) weeks and prior to its placement in the personnel file. Whenever an employee is required and/or requested to affix his/her signature to a document, the employee shall receive a copy of the document(s) bearing original signature(s).

Section 3. It is expressly understood that Sections 1 and 2 shall not apply to communications from a pre-NEA employer of the employee which were requested by or sent to NEA before the employee was hired, provided that such communications shall not be used in any grievance involving the employee.

Section 4.

(a) An employee's personnel file may contain only the following documents:

(i) application/resume;
(ii) personnel action and job performance information;
(iii) benefits forms;
(iv) test scores;
(v) position description(s);
(vi) confidential pre-hire references; and
(vii) other information as may be agreed to by the employee and NEA or the Union and NEA.

(b) When an employee applies for a vacancy, only the documents referred to in (a) (i), (ii), (iv), (v), and (vii) may be sent to the
appropriate supervisor. The documents referred to in (a) (vi) may be sent only with the approval of the employee.

Section 5. There shall be only one personnel file per employee. All information in the personnel file shall remain confidential. Nothing in this Article shall prohibit any supervisor from maintaining files regarding employees. Such files shall not be considered part of an employee’s personnel file, as that term is defined in this Article, and may be shared only with those who have a legitimate need to know. Managers will make a good faith effort to maintain appropriate security with respect to these files.

Section 6. Following the filling of any vacancy, NEA shall keep all applications for promotion/transfer to that position by an employee in accordance with the NEA Document Retention Policy. In the event a grievance or complaint has been filed, the application shall be kept until the grievance or complaint is finally resolved, or in accordance with the timeframe set forth in the NEA Document Retention Policy, whichever is longer.

Section 7. Human Resources shall remind employees of the desirability of updating their applications/resumes when applying for jobs.

Article 25. EMPLOYEE PERFORMANCE

NEA and NEASO agree performance assessment is a continuous process, not a once-a-year event, and further agree that a new performance appraisal system must be created in order to support quality performance and advance organizational effectiveness. The primary purpose of the NEA Performance Review Process (PRP) is to align the work of staff with the values and strategic direction of NEA.

Section 1.

(a) The PRP that has been adopted will:

(i) involve a single evaluator, unless the employee and manager mutually agree otherwise.

(ii) not include comparison with current or former employees.

(iii) be implemented in an eighteen (18)-month cycle.

(iv) not be used for disciplinary purposes.
(v) not include a rating summary.

(vi) be evaluated annually.

(b) The process, but not the substance, of this performance appraisal system shall be subject to the grievance procedure set forth in Article 36. Disputes related to the substance of this performance appraisal system may be subject to alternative dispute resolution. In such cases a Union representative may be present.

(c) Probationary employees shall be subject only to Phase 1 of the PRP to identify performance expectations only. No competencies will be applied to them.

(d) Any employee PRPs placed in a manager's file may be shared only with those who have a legitimate need to know. Any employee PRPs placed in the employee personnel files shall remain confidential.

(e) NEA and NEASO agree to establish a joint task force, which will implement the PRP by September 1, 2012, or later if the parties so agree.

Section 2. Until a new evaluation system as described above is implemented, every employee will receive specific job expectations, in writing, at least annually. These expectations will be updated as necessary to reflect changes in the nature of assignments. Progress toward achieving these expectations will be discussed between the employee and his/her supervisor regularly during the program year. The employee and his/her supervisor will conduct a summative evaluation conference at least once each program year, and a written summary of this discussion, including any additional employee comments, will be noted in a standard format.

Section 3. Performance Improvement Plan

(a) The purpose of a performance improvement plan is to provide appropriate supervisory and collegial assistance in order to restore an employee's performance to a satisfactory level. When practical, a supervisor shall enlist a colleague of the employee to serve as a mentor in the remedial process.

(b) An employee may be placed on a performance improvement plan any time during the year that the supervisor determines that elements of the employee's work have become unsatisfactory;
and an employee shall be placed on a performance improvement plan at any point that the supervisor determines during the course of the year that the employee's overall performance has become unsatisfactory.

(c) If the supervisor determines to place the employee on a performance improvement plan, the supervisor shall notify the employee in writing and shall meet with the employee to explore the problem(s) or deficiency(ies) and develop with the employee, in writing, a program which shall set forth a realistic timeframe within which such problem(s) or deficiency(ies) shall be corrected. The employee shall be notified in writing at least three (3) days in advance of the time, place and purpose of such meeting and of the employee's right to have a Union representative present. The Union shall receive a copy of this notification at the time it is delivered to the employee.

(d) If the problem(s) or deficiency(ies) remains unresolved upon the expiration of the deadline set forth above, the employee shall receive a written warning stating the specific problem(s) or deficiency(ies) which still exists. A copy of such warning shall be sent to the Union at the time it is delivered to the employee.

(e) If the employee had been placed on a performance improvement plan because he/she had already received a rating of "Unsatisfactory" or because the supervisor had determined that the employee's overall performance had become unsatisfactory, and the problem(s) or deficiency(ies) remains unresolved, NEA, no sooner than sixty (60) days after delivery of the written warning, may take appropriate action, including transfer or discharge.

Section 4. An employee shall have the right to append a response to the appraisal document. The appraisal document shall note on the first page that such a response is attached, and the response shall be considered a part of the appraisal.

Article 26. EDUCATION AND STAFF DEVELOPMENT

NEA and NEASO share the goal of maximizing the contribution of all employees to fulfill the Mission of NEA. The primary purpose of a comprehensive education, development, and learning program is to assure the highest quality service to our clients/affiliates. Growth and development is expected of all employees and can come through various means both
formal and informal. It is expected that every employee will take initiative to learn, and to continuously expand his/her work-related capacity to contribute to the achievement of the Strategic Plan. Similarly, learning and development must be given full consideration by groups and teams in their planning processes. NEA agrees that training and other endeavors that promote the development of employee skills and knowledge will require time and financial support and agrees to provide such resources as provided in this Agreement.

In support of individual and group initiative toward education, development and learning, NEA will foster a work environment encouraging professional development and job enrichment, where growth and capacity building are considered essential elements of work. NEASO will encourage the personal involvement of its members and will work collaboratively with NEA in the needs assessment, design, implementation, and evaluation of a multifaceted education, development and learning program.

The organizational purposes of such a program are four-fold: to enhance employee skills and knowledge; to broaden employees' understanding of the work of NEA; to improve individual, team, and organization-wide efforts to develop effective programs; and, to advance change efforts. NEA and NEASO expect that as employees augment their own capacities, they may improve their career options within the organization.

The program described below represents a comprehensive approach to implementing these concepts.

Section 1. The joint NEA/NEASO Staff Development Review Committee shall assess the current state of education and staff development for NEASO employees. The assessment shall include consideration of the following:

a. Opportunities for and obstacles to the use of education and staff development;

b. The potential for differential career paths;

c. Opportunities for movement between exempt and non-exempt positions;

d. Development of individual career growth plans and their relationship to NEA Workforce Planning and anticipated needs;
e. Analysis of trend data on consultant use, to explore opportunities for existing employee growth areas;

f. Clarification of pathways for various career fields;

g. Cross-training opportunities.

Section 2. Not later than one year after the effective date of this agreement, the joint committee shall prepare and present a report to the Joint Labor Management Committee for review and approval. The report shall contain an implementation plan with timelines, resources, roles and responsibilities, and an evaluation process.

Section 3. Cross-training Cross-training is viewed as an essential element of working at NEA in the future. Employees will be expected to understand and be capable of accomplishing a variety of tasks not usually assigned to them. In order to assure individual capacity to accomplish these occasional tasks, individual staff, groups, and NEA will emphasize cross-training as part of their ongoing learning and development program.

Section 4. Retraining Many aspects of NEA work are changing and will continue to do so. Continual refining of existing skills and knowledge, acquiring new skills and knowledge, and expanding learning capacity are expected of all employees as part of working at NEA. NEA and the Union will work together to systematically forecast knowledge and skill requirements and facilitate opportunities for current employees to acquire the skills, knowledge, and learning capacity that will be needed by NEA in the future.

Section 5. NEA will provide tuition reimbursement pursuant to the NEA/NEASO Education Fund Guidelines.

Section 6. Employees’ assigned new functions will be provided appropriate training, as needed, within ninety (90) days of beginning the assignment.

Section 7. If, upon analysis of an employee’s performance evaluation, deficiencies are noted, and NEA believes such deficiencies can be remediated through training and education, such training will be made available to the employee.

Section 8. An employee who, on reasonable request, is denied funds under Section 5 may, within five (5) days of the decision, appeal to a three (3)-person panel consisting of one representative selected by the Union,
one representative selected by NEA, and a hearing judge selected jointly by
the Union and management. Decisions of the panel are binding and must be rendered within five (5) days of a hearing. Any mutually incurred costs relating to this procedure shall be divided equally between the parties.

Section 9. An employee, with the approval of his/her manager, may change his/her working hours in order to attend classes in area educational institutions.

Section 10. In order to allow for on-the-job career development training, and experience that might lead to promotional opportunities or to greater satisfaction through job enrichment, special career development assignments may be made pursuant to the following:

(a) A career development assignment, overseen and closely guided by an appropriate mentor, involves tasks and/or responsibilities that may exceed the present job classification and/or responsibilities of the employee for the purpose of skill development, demonstration and professional growth. Career development assignments may be made only for an employee whose last performance appraisal was "Satisfactory."

(b) A career development assignment may be made at the request of the employee or at the suggestion of a manager with the employee's agreement. The employee's request for such an assignment shall be submitted to the Director of Human Resources and shall specify how the assignment will both improve the employee's existing skills and enhance his/her capacity to contribute to the work of NEA.

(c) For approved requests, the amount of time the employee is expected to put into the activity and the duration of the assignment will be determined by the managers and the employee. Career development assignments may occupy up to a maximum of forty percent (40%) of the employee's work time.

(d) If the employee wishes to terminate the assignment early, he/she shall first discuss the request with his/her manager and then submit the request, with reasons, in writing to his/her manager. NEA management will honor the request, when practical, unless cancellation of the assignment creates problems for the manager(s) or the unit(s).
(e) Career development assignments may not initially exceed twelve (12) months in duration, but may be extended by agreement of NEA and the employee.

(f) A constructive evaluation of the employee's performance in the career development assignment (which shall not be a regular performance evaluation) shall be provided to the employee and placed in his/her personnel file, and time spent in any such assignment shall be considered in evaluating an employee's experience.

(g) NEA shall make every effort to grant a reasonable number of career development assignments.

Section 11. The Union may establish and maintain a pool of volunteers for temporary, short term assignments. NEA will endeavor to clarify work assignments to maximize opportunities for qualified volunteers from this pool to assume new or different responsibilities on a short term, temporary basis.

Section 12. Human Resources, in a collaborative effort with NEASO and other employee groups, shall plan and ensure presentation of two educational symposia for NEA staff each year. The purpose of these sessions will be to support and expand employees' understanding of NEA priority issues.

Section 13. Sabbatical Leave

NEA and NEASO agree to establish a sabbatical leave program that both brings value to NEA and contributes to an employee’s professional development. NEA may grant sabbatical leave at full pay in accordance with the following:

(a) Eligibility: To be eligible for a sabbatical leave, an employee must be employed with NEA for at least five (5) continuous years. Time spent on unpaid leaves of absence or layoff in excess of four (4) consecutive weeks, part-time employment, and/or sabbatical leave shall not count towards the five (5)-year requirement. An employee returning from sabbatical leave shall not be eligible to apply for a subsequent sabbatical leave for at least five (5) continuous years of NEA employment after the employee’s return from a sabbatical leave;
(b) Purpose of Sabbatical: The sabbatical leave must accomplish the following:

(i) Contribute to the employee's professional growth and development of job-related skills and expertise; and,

(ii) Enhance NEA's standing and image in the education community and/or bring needed skills, knowledge and expertise to NEA.

(c) Period of Sabbatical: Sabbaticals will be for a period of up to six (6) months;

(d) Number of Sabbaticals: No more than one employee may be on sabbatical leave at one time and no more than two (2) employees may be on sabbatical leave during each contract year;

(e) Joint Sabbatical Leave Committee: NEA and NEASO will establish a Joint Sabbatical Leave Committee.

(i) NEA and NEASO will each appoint three (3) members to the Committee;

(ii) The Committee will develop operational guidelines and create a sabbatical application form in accordance with this Article;

(iii) The Committee will meet as necessary to review requests for sabbatical leave;

(iv) The Committee will review all requests for sabbatical leave in accordance with the requirements of this Article and make recommendations to the NEA Executive Director or his/her designee.

(f) Process:

(i) An employee who is interested in a sabbatical leave will first meet with his/her supervisor to discuss the proposed sabbatical;

(ii) If the supervisor and employee agree on the proposed sabbatical, the employee will prepare a request to the Committee. Such request will include, at a minimum:
The purpose/rationale of the proposed sabbatical;

An explanation of how it is in the Association’s interest and advances the employee’s professional development;

The proposed sabbatical period;

A plan for accomplishing the sabbatical purpose;

A list of projected outcomes from the sabbatical;

A discussion of the impact of the sabbatical leave on the employee’s department and work and how that impact will be addressed.

(iii) The Committee will review the application in a timely manner and make its recommendations to the NEA Executive Director or his/her designee, who will make the final decision.

(iv) If approved, there shall be a written agreement between NEA and the employee that shall include, but not be limited to, provisions to the following effect:

That the employee is expected to return to NEA employment for at least two (2) years following the sabbatical leave;

That in the event the employee does not return to NEA employment after the sabbatical leave, or does not remain in NEA employment for the full two (2)-year period, he/she shall be responsible to NEA for the total amount of salary and benefits paid to the employee during his/her sabbatical leave and that any monies due NEA will be taken from the employee’s final paycheck, final annual leave cash-in, or any other monies due the employee.

(v) Upon the employee’s return from sabbatical, the employee will present a written report summarizing the outcomes of the sabbatical and including an appropriate implementation plan.
Article 27. UNION SHOP

Section 1. Employees in the bargaining unit shall, not later than the thirtieth calendar day following the beginning of employment, become and remain members in good standing of the Union by signing and tendering to NEA a copy of the "Assignment and Authorization Form" set forth in Section 4.

If the authorization required to be made under this subsection remains un-tendered for a period of fifteen (15) calendar days, NEA shall notify the Union, and the Union shall notify the employee in writing of his/her obligation hereunder and a copy of said notice shall be given at the same time to NEA. If the required authorization is not made by the employee within fifteen (15) calendar days after receipt of the aforesaid notice, NEA shall notify the Union. Following receipt of such notice, the Union will notify NEA of its obligation to discharge the employee and NEA shall immediately discharge the employee in question.

Section 2. NEA shall deduct the monies authorized pursuant to Section 4 and pay such monies to the Union not later than one day following a regular payday. These monies shall be accompanied by an itemized list showing the employee's name and the amount of the deduction.

Section 3. If the Union changes the amount of its dues or imposes a uniformly applied assessment during the term of this Agreement, it shall so notify NEA in writing. The change shall be reflected in deductions made by NEA from paychecks issued ten (10) calendar days after receipt of such notification.

Section 4. The "Assignment and Authorization Form" shall be provided by NEA to all employees upon entering the bargaining unit as follows:

"I hereby assign to NEASO and authorize NEA to deduct from any salary earned or to be earned by me as its employee, an amount equal to all my NEASO membership dues and uniformly applied assessments, as certified by the Treasurer of NEASO for each pay period following the date of this assignment, as appropriate. I further authorize and request NEA to remit the amount deducted to NEASO not later than one day following a regular payday.

______________________________  ______________________________
(Employee's Signature)  (Date)
Section 5. The Union shall indemnify NEA and hold it harmless against any and all claims, suits, demands, and other forms of liability, including legal fees and expenses that may arise from compliance with this Article, provided that any deductions made or other actions taken by NEA have been in accordance with its provisions.

Section 6. For purposes of this Article, an employee shall be deemed "a member of the Union in good standing" if he/she tenders to the Union its membership dues and uniformly applied assessments. If an employee is denied or deprived of membership in the Union for any reason other than his/her failure to tender the aforesaid monies, he/she shall not be subject to discharge by reason of any of the provisions of this Article.

Article 28. UNION ACTIVITIES

Section 1. The collaborative relationship the parties are committed to developing requires significant investments of time, attention, and effort on the part of numerous individuals from both NEA and NEASO. In some ways, the relationship itself can be thought of as a special, on-going project requiring non-trivial amounts of resources. To make it clear that this relationship is important to the strategic interests of the NEA:

(a) NEA will issue a communiqué to the entire organization establishing the principle that time for joint committee activities is to be given priority and shall be considered NEA work.

(b) When individual members are assigned such responsibilities, their supervisors will be informed by Human Resources of the nature of the activities and requested to make every feasible effort to support the individuals’ full participation in the joint activities. It is to be expected that individuals serving on joint committees may come from any NEASO rank.

(c) A duly appointed joint sub-committee will provide a calendar of meetings and/or activities to the manager(s) and affected employee(s) in an affected unit to allow for appropriate work adjustments. The affected managers and employees will be notified before there are changes in schedules and/or times.

(d) To facilitate a broader distribution of the joint work of NEA and NEASO, and to lessen the impact on units whose work is impacted by the absence of employees from that unit, it is understood that an employee will not normally be engaged in more than one joint committee work assignment at a time.
Section 2. During the first year of this contract, a total of seven hundred (700) hours of time off, with pay, shall be granted to employees designated by the Union for Union business. During the second year of this contract, a total of one thousand (1,000) hours of time off, with pay, shall be granted to employees designated by the Union for Union business. During the third year of this contract, a total of seven hundred (700) hours of time off, with pay, shall be granted to employees designated by the Union for Union business. Employees utilizing such time will use payroll code “ABUM,” or whatever code is designated for this purpose by NEA. Unused balances may be carried over to the following contract year.

Section 3. One hour of release time with pay, not chargeable to any other leave, shall be granted to all Union members twice each contract year for the purpose of attending a Union general membership meeting. The Union shall notify NEA at least one week in advance of the date and time of the proposed meeting.

Section 4. 

(a) If a joint NEA/Union committee schedules a meeting during regular working hours, the Union members of said committees shall be entitled to time off, with pay, in order to attend the meeting. Such time shall not be counted within the limitations set forth in Section 2.

(b) If a meeting (including a Step I or Step II grievance meeting or an arbitration hearing) is scheduled during regular working hours between NEA and one or more Union representatives, said representatives shall be entitled to time off, with pay, in order to attend the meeting. Such time shall not be counted within the limitations set forth in Section 2.

(c) At the Union's request, NEA and the Union shall schedule Step I and Step II grievance meetings outside of regular working hours. If NEA and the Union are unable to agree on a date and time outside of regular working hours for such a meeting within the period during which it is required to be held pursuant to Article 36, that period shall be extended for an additional three (3) days. If NEA and the Union are still unable to agree on a date and time outside of regular working hours for the meeting, the meeting may be scheduled to take place during regular working hours and the time off taken by Union representatives and involved employees to attend the meeting shall not be counted within the limitation set forth in Section 2.
Section 5. In the event the Union affiliates with a national union, up to three Union representatives shall be granted time off to attend the annual convention. The employees may at their option utilize annual leave, compensatory time off or leave without pay for this purpose.

Section 6. Additional release time may be taken for other Union activities with the advance approval of NEA.

Section 7. Sixty (60) days prior to the expiration of this Agreement, up to seven (7) Union bargaining team members will be granted reasonable time to prepare for and engage in contract negotiations. If NEA chooses to have more than seven (7) members on its bargaining team, NEASO shall have the right to have an equal number of bargaining team members. During this period, Union bargaining team members will be excused with pay from their NEA work, as necessary and appropriate, provided that the Union gives reasonable notice of the dates in writing to appropriate supervisors and Human Resources. Such time shall not be counted within the limitations set forth in Section 2. NEA may assign other bargaining unit members to cover their work responsibilities for any portion of their absence.

Section 8. As soon as practical, the Union will notify Human Resources that it designates certain employee(s) to use Union time and such employee(s) will notify their appropriate supervisor(s) of their intent to use that time. If the release of a particular employee or employees for Union activities within this Article would unduly interfere with NEA operations, NEA may deny the request(s) for the release of the employee(s). In this event, NEA shall release the employee(s) as soon as possible within a reasonable timeframe and shall indicate to the Union at what time the employee(s) shall be released.

Section 9. The NEASO President and the NEA Executive Director shall meet monthly.

Article 29. INFORMATION

Section 1. At the beginning of each contract year, NEA shall supply the Union with the following information for each employee:

(a) name, address, telephone number, sex, ethnic origin (if provided by the employee or otherwise known by NEA), date of birth, employee number, and Area employed;

(b) most recent date of hire and seniority date(s), if different;
(c) title, rank;

(d) salary and/or any other form of compensation.

Section 2. NEA shall notify the Union monthly of:

(a) changes in salary by name of the employee, amount involved, resulting new salary, and effective date of the change;

(b) changes in job titles, job descriptions, classifications, any salary changes by reason thereof, and effective date of the change;

(c) job descriptions or posting notices for vacant and/or new positions;

(d) new hires, resignations, retirements and deaths; and

(e) any other changes in the information specified in Section 1 and the effective date of such changes.

Section 3. Upon reasonable request, NEA shall provide the Union with the status of all vacant positions.

Section 4. NEA shall furnish the Union with the information specified in Section 1 for each new employee within one week after his/her date of hire.

Section 5. NEA shall, upon request, furnish the Union with such available information (i.e., information that is regularly or normally prepared by NEA) as is reasonably necessary to enable the Union to properly bargain in regard to wages, hours and other terms and conditions of employment and to enable the Union to properly perform its duties with regard to the administration of this Agreement. Such information may include, as appropriate and relevant, information regarding the financial resources of NEA, utilization analysis for affirmative action purposes, leave analysis, and other information. The Union shall use appropriate discretion in regard to the public release of any information submitted to it pursuant to this Section.

Section 6. At the beginning of each contract year, NEA shall supply the Union with a list of the names and permit numbers of all employees in the bargaining unit holding NEA parking permits. Said list shall indicate which permits are for parking within the NEA Center. NEA shall promptly
notify the Union of any and all changes to such list as such changes occur during the contract year.

**Section 7.** NEA shall allow the Union office to connect to the NEA LAN network for the purpose of using the mail system. The Union shall comply with relevant technical specifications and shall be responsible for any cost and/or equipment associated with the installation and maintenance of its connection.

**Article 30. BULLETIN BOARDS**

**Section 1.** NEA shall provide the Union with a bulletin board in the Staff Lounge, on each floor in each Area, and in each Regional Office.

**Section 2.** NEA shall provide NEASO with a site within InsideNEA. The site will be maintained by NEASO and administered by the NEA Information Technology Services Department.

**Article 31. STRIKES**

**Section 1.** The Union shall neither encourage nor engage in a strike during the term of this Agreement.

**Section 2.** During the term of this Agreement, NEA shall not lock out employees.

**Article 32. STAFF LOUNGE**

NEA shall provide an appropriately furnished lounge in the NEA Center for use by all NEA employees, including those outside the bargaining unit. NEA shall make an ice machine available to employees in the building.

**Article 33. EMPLOYEE PROTECTION**

**Section 1.** NEA shall defend and save an employee harmless from any personal financial liability (including fines, reasonable attorneys’ fees, posting of bail or bond, etc.) arising out of any claim, suit, criminal prosecution or judgment against him/her because he/she is an employee of NEA or because of any act taken by him/her in the course of his/her employment.

**Section 2.** If an employee is incarcerated for the foregoing reasons, he/she shall be paid at his/her regular hourly rate for all time spent in jail.
Section 3. Sections 1 and 2 shall not apply in cases in which an employee is guilty of gross negligence or gross irresponsibility.

Article 34. PERSONAL LIFE AND OUTSIDE EMPLOYMENT

Section 1. The personal life of an employee, and his/her activities and transactions outside the scope of his/her NEA employment, are not appropriate concerns of NEA, except as they may prevent the employee from performing his/her assigned duties, interfere with such performance, present a conflict of interest, or create the appearance that the employee, through financial transactions or other activities, has improperly benefited from inside information or knowledge gained through NEA or has acted to undermine his/her duties or responsibilities as an NEA employee.

Section 2. An employee may participate in activities and perform services outside the scope of his/her NEA employment, provided that such activities or services do not present a conflict of interest. If such activities or services are performed on the employee’s own time (outside of regular working hours or when the employee is on leave) honoraria or other compensation received shall remain with the employee. It is expressly understood that activities and services normally performed for a state or local affiliate of NEA shall be considered within the scope of an employee's NEA employment and honoraria and other compensation received shall be remitted to NEA, unless other arrangements are agreed to in writing in advance among NEA, the employee and the affiliate in question.

Article 35. MAINTENANCE OF STANDARDS

All conditions and benefits of employment of employees shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which:

(a) are expressly provided for in this Agreement;

(b) result from the implementation of any procedure expressly set forth in this Agreement (e.g., layoff procedure); or

(c) relate to such matters as the size or location of an employee's office, an employee's office furnishings, or the type and amount of secretarial assistance available to an employee.
Article 36. DISPUTE RESOLUTION

Part A. INFORMAL RESOLUTION

Section 1. The parties are committed to the resolution of disputes at the earliest opportunity and at the least formal level possible. The parties share the goal of resolving problems before they become formal disputes.

Section 2. When a problem involving an individual employee arises, the employee should bring it promptly to the attention of the supervisor. The employee and supervisor are encouraged to reasonably attempt to resolve the problem. Such reasonable attempt shall include, but will not necessarily be limited to, a person-to-person discussion wherein the parties:

(a) identify the problem(s);

(b) discuss their perspectives on underlying factual causes;

(c) discuss their perspectives on how the problem(s) should be resolved; and,

(d) articulate what each party should do, and by when, to resolve the problem(s).

Section 3. If the employee and supervisor are unable to resolve the problem, or if the employee is unwilling to raise the issue directly with the supervisor and/or department director, the Union shall notify Human Resources of the existence of the problem. Human Resources shall discuss the matter with the supervisor and/or department director, and an appropriate informal meeting shall occur promptly, either between Human Resources and the Union or between the supervisor and/or department director and the employee. If the supervisor and/or department director meets with the employee, the employee may be accompanied by a Union representative. When a problem involves a group or class of employees, the Union shall notify Human Resources, and they shall meet promptly to discuss the matter.

Section 4. If the problem cannot be resolved informally, or if the Union determines that informal efforts are inappropriate, the Union may file a grievance.
Part B. GRIEVANCE PROCEDURE

Section 1.

(a) A "grievance" is an allegation by the Union that there has been a violation of a provision of this Agreement or that NEA is acting or has acted in an arbitrary or capricious manner in regard to any matter relating to the terms and/or conditions of bargaining-unit employment.

(b) All grievances shall identify the specific issues being grieved, and, when applicable, the Article or Articles of this Agreement involved and set forth in detail the specific nature of the alleged violation(s) and the remedy requested. No grievance shall be denied merely because the Union failed to state the correct Article or Articles of this Agreement involved.

(c) The parties encourage employees, representatives and management to pursue informal resolution of all disputes, utilizing the process in Article 36, Part A, Sections 1-3, prior to the filing of a formal grievance. Therefore, employees, representatives and management agree to discuss and make good faith efforts to resolve any/all issues in dispute, within thirty (30) days after the employee or the Union knew or could reasonably have been expected to know of the action or inaction that resulted in the disputed issue, prior to the filing of a written grievance as outlined in Section 2(a), below.

Section 2. A grievance filed on behalf of an individual employee shall be processed as follows:

(a) The Union, acting on behalf of the employee(s), shall file the grievance, in writing, within twenty-two (22) days following the conclusion of the period referred to in Section 1(c), above (the informal period). However, the Union may file the grievance anytime during the informal period or within the twenty-two (22) day filing period, but not later than fifty-two (52) days after the employee or the Union knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.

(b) Step I of the grievance process shall consist of a meeting among the employee(s) involved, Union representative(s), and appropriate management representative(s) for the purpose of
resolving the grievance. The Department Director or his/her designee shall serve as Hearing Officer, unless the parties agree that a different Director or designee should be assigned to conduct the Step 1 meeting. If the Department Director is the subject of the grievance, then he/she shall be ineligible to serve as the Hearing Officer. At the Step 1 meeting, the Union will present the grievance, including a statement as to the specific contractual violations, the facts of the grievance, and the remedies sought. The parties may explore options to resolve the grievance. The parties will make good-faith and reasonable efforts to hold a Step 1 meeting within ten (10) days after the date on which the grievance was filed, unless the parties agree in writing to an extension. If NEA is unable to conduct the Step I meeting within this period and the parties have not agreed in writing to an extension, the grievance may be elevated to Step II.

(c) Not later than ten (10) days after the conclusion of the Step I meeting, the director who heard the grievance at Step I shall provide the employee and the Union with his/her written answer, stating to the extent applicable the grounds of his/her decision. If the written answer is not provided within ten (10) days following the Step I meeting, the grievance and the relief sought shall be automatically awarded.

(d) If the grievance is not resolved to the Union’s satisfaction at Step I, the Union may request in writing that the grievance be submitted to Step II. This request shall be filed with the Executive Director or his/her designee not later than ten (10) days after the receipt of the written Step I answer. If the Union does not file the request for a Step II hearing within ten (10) days of receiving the Step I answer, the grievance shall be considered withdrawn. Step II shall consist of a meeting among the employee, a Union representative, an NEA representative, and the Executive Director or his/her designee, who shall serve as Hearing Officer. NEA or the Union may bring to the meeting any other persons necessary to resolve the grievance. This meeting shall be held within ten (10) days after the written request for a Step II meeting is filed. If NEA is unable to conduct the Step II meeting within this period and the parties have not agreed in writing to an extension, the grievance and relief sought shall be automatically awarded. If the Union is unavailable to meet within this period and the parties have not agreed in writing to an extension, the grievance shall be considered withdrawn.
Not later than ten (10) days after the conclusion of the Step II meeting, the Hearing Officer shall provide the employee and the Union with his/her written answer, stating to the extent applicable the grounds of his/her decision. If the written answer is not provided within ten (10) days following the Step II meeting, the grievance and the relief sought shall be automatically awarded. It is the mutual desire of NEA and the Union to avoid "surprises" at arbitration. Accordingly, each party shall make an effort at the Step II meeting to indicate to the other its legal position and the general nature of the evidence that it plans to offer in support thereof. If either party believes that additional information should be provided to the Step II hearing officer after the Step II meeting, the parties may agree to submit such additional information, provided that the Step II answer has not been written. This shall not preclude the submission of additional information during arbitration.

(e) If a grievance is not resolved to the Union's satisfaction at Step II, the Union may submit the grievance to arbitration. The Union shall notify NEA of its intent to submit the grievance to arbitration not later than twenty-five (25) days after receipt of the Step II answer. If the Union does not so notify NEA, the grievance shall be considered withdrawn. The grievance must be submitted to arbitration within thirty (30) days of the Union's notice to NEA of its intent to submit the grievance to arbitration, unless the parties mutually agree otherwise. Submission to arbitration shall consist of the filing of a written Demand for Arbitration with the American Arbitration Association.

Section 3.

(a) Upon request by NEA or the Union, the parties may agree to request the services of the Federal Mediation and Conciliation Service (FMCS) or any other mutually agreed to third-party neutral for the purpose of grievance mediation and resolving a grievance.

(b) A party wishing to utilize grievance mediation must do so either between Steps I and II of the grievance procedure, or after Step II, but prior to invoking arbitration. If the parties agree to waive Step I, grievance mediation is available.

(c) The grievance mediation will be conducted in an informal fashion and in one session, unless mutually agreed otherwise.
(d) Either party may request that the mediator make oral recommendations for resolving the grievance, unless the parties and the mediator agree that the mediator's recommendations are to be in writing. In either case, the mediator's recommendations shall be non-binding on the parties and shall not be referred to in any subsequent arbitration or any procedure related to the subject matter of the grievance.

(e) The use of the grievance mediation is not intended to change or affect any contractually required timeline or deadline, except by mutual agreement, in writing.

(f) The use of grievance mediation shall be at no cost to either party unless the parties mutually agree otherwise.

Section 4.

(a) The submission to arbitration, the selection of the arbitrator, and the arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.

(c) In rendering his/her decision, the arbitrator may take judicial notice of any relevant statutory or constitutional provisions.

(d) If at arbitration a party introduces evidence, the general nature of which was not indicated at the Step II meeting, or changes its Step II legal position, the other party shall be entitled, upon request, to an adjournment of sufficient length to prepare a response.

(e) Unless otherwise agreed to by the parties, the grievance originally filed, including the issue presented, shall constitute the arbitral submission. The arbitrator's award shall be final and binding, subject only to whatever right of appeal may be available regarding such awards under the laws applicable in the District of Columbia. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after conclusion of testimony and argument, unless extended by mutual agreement.
(f) The costs of arbitration, such as the fee and expenses of the arbitrator, shall be borne by the losing party. Individually incurred costs, such as attorneys' fees or the charge for the transcript, shall be borne by the party, or parties, incurring them.

All arbitral proceedings shall be transcribed, unless the parties mutually agree otherwise. Such transcription shall be conducted by a service mutually selected by the parties. A party that requests to have the transcription service prepare an enhanced version of the official arbitral transcript (e.g., a "mini-script," a searchable electronic transcript, etc.) shall incur the associated costs.

Each party may submit a post-hearing brief for the arbitrator's consideration, unless the parties mutually agree otherwise.

(g) Grievances may be consolidated for purposes of arbitration by the Union, if the issues and the facts are substantially the same.

(h) If either party contends that a grievance is, for any reason, not arbitrable, the arbitrator shall rule first on the arbitrability question. Only if he/she rules that the grievance is arbitrable, shall he/she proceed to hear the case on the merits.

(i) The parties may mutually agree to return any dispute over the interpretation or application of the arbitrator's award to the arbitrator for clarification or settlement. Any additional fee shall be shared equally by the parties.

Section 5.

(a) Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximums and an attempt shall be made to expedite the process.

(b) Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested and the reasons therefore. Unless an extension is mutually agreed upon between NEA and the Union, the time limits set forth herein shall be applicable. A request for an extension of time limits, at any step in the grievance process, shall not be unreasonably denied by either party.
(c) A failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall preclude the Union from further pursuing the grievance. Also, any failure by the Union to meet the time limits at any step of the grievance procedure where the parties have not agreed, in writing, to an extension of such time limits, the grievance shall be considered withdrawn.

(d) A failure by NEA at any step of the grievance procedure to meet the specified time limits for holding meetings and/or rendering answers, where the parties have not agreed, in writing, to such extension, shall result in the grievance and relief sought being automatically awarded.

(e) NEA and the Union shall cooperate in promptly scheduling arbitration hearings. Neither party shall intentionally cause delays in the arbitration process.

Section 6.

(a) If a grievance affects a group or class of employees and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue or issues raised by the grievance are the same as to all employees involved, the Union may initiate and submit such grievance in writing directly to the Executive Director or his/her designee. Such submission must be made not later than twenty-two (22) days following the conclusion of the period referred to in Section 1(c) (the informal period). However, the Union may file the grievance anytime during the informal period or within twenty-two (22) days after any member of the class or group affected knew, or could reasonably have been expected to know, of the action or inaction that constituted the basis of the grievance. The processing of such grievance shall commence at Step II of the grievance procedure.

(b) If a grievance arises from action or inaction by NEA at a level above an employee's Area Director, the Union may submit such grievance in writing directly to the Executive Director or his/her designee. The time limits for submission and the subsequent processing of such grievance shall be the same as set forth in subsection (a) in regard to a class or group grievance.
Section 7.

(a) The investigation of grievances shall take place outside of regular working hours, subject to the following exceptions:

(i) The Union may utilize the time allocated in Article 28, Section 2, of this Agreement for the above purpose.

(ii) If NEA and the Union agree in advance that it is necessary to investigate a particular grievance during regular working hours, one Union representative shall be excused from his/her assigned duties without pay in order to conduct such investigation.

(iii) Except as otherwise provided in Article 28, Section 4(b), of this Agreement, if NEA and the Union mutually agree to hold a Step I or Step II meeting or if an arbitration is scheduled during regular working hours, the aggrieved employee shall be excused from his/her assigned duties, with pay, to attend such meeting and/or arbitration, and other employees attending such meeting or arbitration on behalf of the Union shall be released from their assigned duties without pay.

(b) NEA shall cooperate with the Union’s investigation of any grievance and shall provide the Union with such available information as is requested to the extent required under applicable rulings of the courts and/or the National Labor Relations Board.

(c) If a grievance is filed on behalf of an individual employee who is permanently assigned to a Regional Office, the Step I meeting shall be held at that Regional Office. If a grievance is filed on behalf of an individual employee who is permanently assigned to NEA Center, the Step I meeting shall be held at NEA Center. Unless otherwise mutually agreed to by NEA and the Union, all other meetings described in this Article shall be held at NEA Center and all arbitrations shall be held in Washington, D.C., provided that if the grievance is filed on behalf of an individual employee who is permanently assigned to a Regional Office, NEA shall, consistent with the time limits set forth herein, make every effort to schedule such meetings and arbitrations at a time when the employee is in the Washington, D.C. area in the regular course of his/her employment.
Section 8.

(a) Grievances shall be kept confidential.

(b) No reprisals of any kind shall be taken against any person because of his/her participation in the grievance procedure in accordance with the terms of this Article.

(c) All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

Section 9. Whenever this Agreement provides for expedited arbitration, the following procedures shall apply:

(a) Within two (2) days after the event giving rise to the right to expedited arbitration, NEA or the Union shall notify the other party of its intention to invoke expedited arbitration. Unless NEA and the Union promptly agree upon an arbitrator, the parties shall jointly contact the American Arbitration Association and request that a list of arbitrators be supplied or that an arbitrator available for expedited arbitration be appointed within two (2) days.

(b) The arbitrator shall hear the matter within ten (10) days after his/her appointment and shall render his/her decision within two (2) days after the conclusion of the hearing. The hearing may not be adjourned or postponed without the approval of NEA and the Union. Except as otherwise expressly provided herein, the arbitration shall be conducted in accordance with Section 4.

(c) If the Union submits to expedited arbitration the discharge of an employee pursuant to Article 17, Part B, Section 4, the employee shall receive full pay and benefits pending the award of the arbitrator.
**Article 37. SALARY SCHEDULE**

**Section 1.**

(a) Salary schedule: From June 1, 2012, through May 31, 2015 (includes 0% increase and there are no salary step movements)*:

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*Note: $1,500 lump sum payment on August 1, 2012 and $500 lump sum payment on August 1, 2013.

**Section 2.**

(a) An employee whose salary exceeds the maximum of his/her rank (is red-circled) on the salary schedule, or who is red-circled during the term of this Agreement, shall be placed on the salary schedule at the top step of the rank for the position which he/she holds. An employee who is red-circled shall receive no salary adjustment until the salary at the top step of his/her rank exceeds the amount of the red-circled salary, at which time he/she shall move to the new step.

(b) For purposes of salary step movement only, an employee's anniversary date shall be on the actual anniversary date, provided that there will be no loss of step movement when an employee returns from a temporary assignment outside the bargaining unit.
Article 38. RETIREMENT

Part A. RETIREMENT PLAN

Section 1. NEA shall not cancel or reduce its Retirement Plan during the term of this Agreement.

Section 2. The Retirement Plan shall remain non-contributory for employees hired prior to June 1, 2009. Employees hired after June 1, 2009, shall contribute to the Retirement Plan at the rate of three and one-half percent (3.5%) of salary. The rate of contribution specified in the Plan for NEA shall not be changed during the term of this Agreement, provided that NEA may change its rate of contribution if such change derives from an actuarially approved change in the assumptions upon which the rate is based.

Section 3. Average Final Compensation shall be based upon the employee’s salary during the twelve (12) consecutive months out of the last ten years of credited service which afford the highest such average.

Section 4. The percentage of Union representation on the Retirement Board as of the effective date of this Agreement shall not be reduced during the term of this Agreement.

Section 5. Unused medical leave as of the date of retirement shall be treated as credited service for retirement purposes provided that, for this purpose, no employee may carry more than 1,950 hours.

Section 6. NEA will provide employees information about financial planning and retirement through periodic seminars.

Section 7. The Retirement Plan shall allow active employees in the bargaining unit the opportunity to purchase up to three (3) years of previous experience with an employer not participating in the Plan.

Part B. 401(k) PLAN

Section 1. In consultation with the Union, NEA will continue to sponsor the ongoing 401(k) Plan.

Section 2. NEA may contribute annually to the 401(k) Plan account of an employee who participates in the Plan. For the period June – December 2012, NEA will discontinue contributions as soon as permitted by law and regulation.
Section 3. The maximum annual NEA contribution to an employee’s 401(k) account shall be zero percent (0%) of the employee’s salary for calendar year 2013, zero percent (0%) of the employee’s salary for calendar year 2014, and zero percent (0%) of the employee’s salary for calendar year 2015.

Section 4. NEA and NEASO will jointly develop and conduct an informational campaign designed to educate employees about the 401(k) Plan and encourage their participation.

Article 39. LIFE INSURANCE, MEDICAL, AND OTHER BENEFITS

Section 1. The following benefits shall be provided for employees:

(a) Medical and hospitalization benefits equivalent to those provided by NEA’s present medical plan, without cost to employees, provided, however, that in the event an employee elects to participate in an HMO, NEA shall not be required to contribute to such HMO at a cost greater than it would have incurred on behalf of said employee under the aforementioned plan.

(b) For an employee hired after January 1, 2014, NEA will pay the medical and dental insurance premiums for the employee but for no one else in the employee’s family. If the employee hired after January 1, 2014, elects Employee+1/or Family coverage, the employee will pay 25% of the difference between the Employee+1/Family Rate and the Single Rate. If during the term of this Agreement, NEA reduces the 25% differential for employees in the AFSE or IUOE bargaining units, NEA will provide Union members with the same reduced differential.

(c) Dental and orthodontic benefits equivalent to those presently provided, without cost to employees, with an annual dental maximum of $3,000 and a lifetime orthodontic maximum of $4,000.

(d) The cost of ophthalmologic examinations for employees and their families once every two (2) years. Additionally, NEA shall reimburse employees up to $600 during the term of this Agreement for the cost of prescription eyeglasses/contact lenses, or Lasik surgery for the employee and each eligible dependent.

(e) Life insurance benefits equivalent to those provided by NEA’s present life insurance plan up to $50,000 of coverage, including
payment by NEA of the premium cost. Subject to approval by the carrier, the employee may elect to pay for additional available coverage between $50,000 and $300,000. The cost of elective life insurance may be found online.

(f) A short-term disability program (STD), available to an employee who is unable to perform the type of work he/she normally performs at NEA because of continuing illness or disability, upon exhausting the employee’s medical leave, after a ten (10)-day waiting period, assuring the employee an income equal to one hundred percent (100%) of the employee’s current income for up to one hundred twenty (120) days until the employee is eligible for long-term disability.

(g) In the event that an employee remains unable to perform the type of work he/she performed at NEA prior to being placed in the short-term disability program because of continuing illness or disability, NEA will, through a long-term disability program coordinated with all other benefits provided to the employee, assure the employee an income equal to two-thirds his/her then current income until the employee is sixty-five (65) years of age, subject to a monthly maximum benefit of $10,000.

(h) Medical and dental coverage shall be available to an employee's domestic partner in accordance with applicable NEA guidelines.

(i) Employees shall be eligible to participate in the existing NEA Flexible Spending Account programs, in accordance with Section 125 of the Internal Revenue Code, for medical and/or dependent care expenses.

(j) $0/$15/$25 co-pays for prescription drugs.

Section 2. An employee who uses the mail order prescription program can obtain a ninety (90) day supply for the cost of a thirty (30) day supply.

Section 3.

(a) The benefits set forth in Section 1 may be provided directly by NEA or through any reputable insurance carrier with whom NEA, in its discretion, may decide to deal.
(b) If, during the term of this Agreement, any insurance carrier being utilized by NEA to provide benefits under this Article ceases to make available any benefits set forth in Section 1, NEA shall no longer be obligated to provide said benefit but shall be obligated to provide in lieu thereof the most nearly equivalent benefit available to it at comparable cost from the carrier in question or from any other reputable carrier.

Section 4. NEA shall provide medical coverage (coordinated with Medicare) to employees who retire directly from NEA on the same basis as it provides to members of the bargaining unit in accordance with the following:

(a) Employees hired after January 1, 2005, shall receive NEA paid post-retirement health insurance earned at the rate of five percent (5%) for each year of employment with the NEA up to one hundred percent (100%) (20 years).

(b) All employees employed by NEA prior to January 1, 2005, shall receive one hundred percent (100%) NEA paid post-retirement health insurance earned at the rate of six and seven-tenths percent (6.7%) for each year of employment with the NEA up to one hundred percent (100%) (15 years).

(c) Employees hired after June 1, 2006, shall receive NEA post-retirement health insurance at the rate of five percent (5%) for each year of employment with NEA up to one hundred percent (100%) (20 years); spousal coverage will continue until Medicare eligibility; coverage of dependent children will continue in accordance with the health insurance provisions.

(d) Employees hired prior to January 1, 2005, but who do not qualify for post-retirement health insurance under (b), above, shall receive one hundred percent (100%) NEA-paid post-retirement health insurance upon the employee’s retirement from NEA.

Section 5. NEA shall investigate and offer a long-term care package for employees and their families. The premium for this benefit shall be paid by the employee.

Section 6. NEA shall contract, through June 2013, with a back-up dependent care provider for up to one hundred (100) hours per employee per year. On or before April 2013, the Unified Health Care and Health
Benefits Committee will review and make recommendations regarding back-up dependent care provider vendors.

**Article 40. EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** NEA recognizes that chemical-substance dependency, including alcoholism and drug illness, and personal and/or emotional problems, including family and marital difficulties, may adversely affect job performance. NEA is supportive of any employee who seeks assistance for such a problem.

**Section 2.** NEA will continue the ongoing Employee Assistance Program (defined as a professional short-term counseling service offered to employees, which includes assessment, information, outside referral and monitoring), which will be administered by NEA and conducted by a qualified professional contractor.

**Article 41. HEALTH AND SAFETY**

**Part A. GENERAL HEALTH AND SAFETY**

**Section 1.** An appropriately equipped and staffed health services unit shall be open during normal business hours at NEA Center. A registered or licensed practical nurse shall be on duty during those hours.

**Section 2.** A registered nurse or LPN shall be available in formulating a health program.

**Section 3.** Services equivalent to the inoculation program and other health programs provided for employees at NEA Center shall be provided for employees in Regional Offices. The costs of these services shall be borne by NEA.

**Section 4.**

(a) Any information regarding the physical and/or mental condition of an employee that is obtained as a result of his/her utilization of NEA’s health services shall be treated as confidential and except as otherwise provided in subsection (b) or in Article 14, Part B, Section 3, shall not, without the employee’s consent, be revealed to anyone.

(b) If information of the type referred to in subsection (a) is obtained which in the opinion of the NEA physician or nurse poses a
danger to the health and/or safety of the employee and/or other persons, this information shall, to the extent consistent with medical ethics, be given to the NEA Executive Director. The employee shall be given the opportunity to obtain a second opinion at his/her expense that will either confirm or deny the opinion of the NEA physician or nurse, provided however, that the NEA Executive Director or his/her designee reserves the right to use said information as he/she deems necessary to best deal with the situation.

**Section 5.** No employee shall be required to utilize NEA’s health services.

**Section 6.** NEA shall maintain an up-to-date system for evacuating NEA Center in the event of a fire or other emergency, and shall publish the system online.

**Section 7.**

(a) The Union and NEA agree that a safe, healthful, and smoke-free workplace is in the interest of all employees. Toward that end, NEA shall assure and attest that it is in compliance with health and safety standards of the District of Columbia and relevant federal statutes and regulations. Employees shall not be required to be exposed to hazardous conditions. Results of testing for air and water quality shall be available to the Union upon reasonable request.

(b) NEA shall ensure that every office/work space has a supply of fresh, outdoor air and a means to exhaust air from that space, consistent with appropriate Leadership Environmental and Energy (LEED) standards.

**Section 8.** NEA shall maintain a Health and Safety/Wellness page on InsideNEA that will be updated regularly.

**Part B. COMPUTER MONITORS**

**Section 1.** Where appropriate, a computer monitor shall be equipped with a screen designed to reduce glare.

**Section 2.** Employees shall not be required as a normal practice to work on a computer monitor continuously for more than two hours without a break. When practical, the employee and the manager should schedule
such break periods to coincide with the fifteen (15)-minute rest breaks and the 45-minute lunch break (authorized in Article 11).

Section 3.

(a) NEA will provide employees assigned to work at computer monitors for an average of two (2) or more hours per day a vision examination once every two (2) years, performed by a qualified professional from the employee's health plan.

(b) The appropriate manager(s) will be advised of any visual defects or conditions which need to be considered when assigning work with computer monitors or which would make computer work inadvisable.

Section 4. Reasonable costs incurred by the employee for special lenses and frames necessary for computer monitor use which are prescribed at, and purchased within sixty (60) calendar days of, the examination described in Section 3 shall be reimbursed by NEA.

Article 42. PARKING/TRANSPORTATION BENEFIT

Section 1. Subject to the provision of Section 5, no more than two hundred and fourteen (214) parking permits shall be provided for employees who are permanently assigned to the NEA Center.

Section 2.

(a) NEA shall maintain transportation/commuting accounts that allow employees to purchase Metro Smart Benefits or pay for parking with pre-tax dollars up to the IRS maximum.

(b) NEA will provide employees who do not hold a parking permit, at the employee's option, one of the following in a contract year:

(i) Receive a monthly commuting benefit in the amount of $60 payable via Metro Smart Benefits or similar local program;

(ii) Receive a reimbursement of $10 per month or $120 per contract year for the purchase and/or maintenance of, with receipt, a bicycle or bicycle-related accessories where such costs are incurred for the purpose of commuting.
(c) If NEA is no longer legally able to authorize accounts as described above, NEA shall distribute employer-paid MetroCheks, or such similar products, in the amount of $60 per month.

(d) NEA shall maintain in the NEA Center garage a bicycle rack for employee use.

Section 3. The cost per pay period to an employee holding a parking permit, including those who are directed to an outside parking facility, shall be $54 for single drivers and $45 for NEASO drivers in registered carpools and fuel-efficient cars. This cost shall be adjusted on June 1 of each subsequent contract year to reflect the actual cost to NEA for obtaining parking spaces. The new rate shall be calculated by (a) adding the annual cost to NEA of the spaces provided to NEASO-unit employees as of May 1 of the previous contract year; (b) dividing the total by (the number of permits x twenty-six (26) pay periods per year); and (c) rounding the result down to the nearest whole dollar. In computing this figure, the cost to NEA for in-house spaces shall be considered zero, and no fewer than eighty (80) spaces shall be considered to have no cost.

Section 4. Parking permits and all allocations to parking facilities shall be issued to employees in chronological order of employment with NEA when spaces become available. Nothing contained herein shall be construed to limit the right of NEA to assign parking permits and allocate parking spaces in the NEA Center to management employees, or to employees issued a permit for the handicapped, or to reduce the present number of permits issued to any bargaining unit. A copy of the NEA parking regulations incorporating, among other things, the provisions of this Article, shall be provided to each employee when he/she is issued a parking permit. Whether or not an employee chooses to accept a parking permit for one of NEA’s outside parking facilities will not change his/her position on the list to receive a parking permit for the NEA Center or another outside parking facility.

Section 5. Except as provided in Section 6(b), an employee holding a parking permit or having a parking space in the NEA Center or other parking facility as of the effective date of this Agreement shall be eligible to retain such permit and such space, provided that he/she complies with the provisions of this Article and the parking regulations.

Section 6.

(a) If a bargaining-unit employee who holds a parking permit as of the effective date of this Agreement is moved to a non-
bargaining-unit position, he/she shall retain his/her parking permit and the allocation set forth in Section 1 shall be reduced accordingly.

(b) If a non-bargaining-unit employee who holds a parking permit is moved to a bargaining-unit position, he/she shall be placed on the waiting list for a parking permit according to his/her most recent date of hire, unless his/her seniority would make him/her immediately eligible for a permit, in which case he/she shall retain his/her permit. The operation of this subsection shall not result in the denial of a permit to any present bargaining-unit employee, but it may result in the loss of such an employee's right to park in the NEA Center.

(c) If a non-bargaining-unit employee who does not hold a parking permit is moved to a bargaining-unit position, his/her place on the waiting list for a parking permit shall be determined by his/her most recent date of hire.

(d) If persons not employed by NEA who hold parking permits as of the effective date of this Agreement relinquish said permit, NEA may, in its discretion, increase the allocation set forth in Section 1. If NEA chooses to do so, the additional permits shall be issued to employees in chronological order of most recent date of hire.

Section 7. A parking permit shall be issued only to an employee who is permanently assigned to the NEA Center. An employee who is permanently assigned to a Regional Office and is subsequently assigned to the NEA Center shall be eligible for a permit which thereafter becomes available on the basis of his/her most recent date of hire.

Section 8. It is expressly understood that this Article relates to the issuance and use of parking permits and nothing contained herein shall be construed to limit the right of NEA to establish reserved parking places in the NEA garage.

Article 43. TECHNOLOGY BENEFIT

Employees are eligible to be reimbursed up to $700.00 during the term of this Agreement for the purchase of technical equipment with a business purpose. Broadband and Internet Service Provider (ISP) services are included under this provision.
Article 44. CONTRACTING OUT BARGAINING-UNIT WORK

Section 1. NEA shall have the right to contract out bargaining-unit work, as set forth in this Article.

Section 2. NEA shall not lay off any employee as a result of contracting out bargaining-unit work.

Section 3. NEA may contract out bargaining-unit work only for the following purposes:

(a) to achieve significant economic savings;

(b) to obtain additional expertise, experience, influence, skills, facilities, equipment or machinery not available at NEA; and/or

(c) to accommodate temporary increases in workload or other temporary needs.

Section 4.

(a) When NEA considers contracting for a service that could arguably be considered to be bargaining-unit work, the manager involved shall:

(i) first meet with appropriate staff in the area to discuss the project and consider alternatives available for completing the work, and

(ii) determine if staff resources are available in another unit that normally performs the work and staff who usually perform that work will be consulted prior to a consultant being hired.

(b) When NEA contracts for a service that could arguably be considered to be bargaining-unit work, it shall provide to the Union the name of the contractor and a description of the anticipated service.

(i) If the contractor will be performing the service for longer than six (6) months, NEA shall provide the above information to the Union at least fifteen (15) days before the service begins.
(ii) NEA will provide NEASO with accurate quarterly reports of outstanding consultant contracts and information on contract renewals, including which have been renewed and for how long they were renewed.

Section 5. The procedure set forth in this Section shall apply whenever the contracting out of bargaining-unit work results in the involuntary transfer of one or more employees.

(a) NEA shall notify the Union at least twenty-two (22) days before contracting out the work. Such notification shall set forth the purpose for contracting out the work, and shall include the information, data, calculations and other material relied upon by NEA, and an evaluation of the following:

(i) the financial savings to be realized by NEA;

(ii) the effect of the action on employees;

(iii) the actual and potential skills of the employees presently doing the work;

(iv) the equipment, facilities and/or machinery needed for the work;

(v) the likelihood that the work will have to be done on a long-term or recurrent basis; and/or

(vi) such other factors as applicable.

(b) Within five (5) days following the notification referred to in subsection (a), NEA shall meet with the Union to discuss the information contained in the notification and the basis for NEA’s decision.

(c) Within fifteen (15) days following the notification referred to in subsection (a), the Union may submit to expedited arbitration the issue of whether NEA’s proposed action is intended to serve one of the purposes set forth in Section 3. The arbitration shall be conducted pursuant to Article 36, Part B, Section 9, of this Agreement. NEA shall not involuntarily transfer the employees pending the decision in the expedited arbitration.
Section 6.

(a) An employee who is involuntarily transferred as a result of contracting out shall not have his/her rank reduced.

(b) If reasonable training is necessary to facilitate a transfer, NEA shall provide such training.

Section 7. A manager shall confirm, on the appropriate written consultant vendor questionnaire (see Attachment C), that he/she has coordinated the consultant’s work with that of relevant bargaining-unit members, has complied with the provisions of Section 4(a) above, and whether the contract is a union employer or entity.

Section 8. The Joint Labor Management Committee shall design and implement an education program on subcontracting for staff and management and will conduct two (2) sessions per year.

Section 9. Alleged violation(s) of any provision(s) of this Article, except for Section 5, above, which is subject to expedited arbitration pursuant to Article 36, Part B, Section 9 of this Agreement, shall be grievable pursuant to Article 36, Part B, sections 1 through 8 of this Agreement.

Article 45. NEW OR SUCCESSOR EMPLOYER

Section 1. If there is a corporate restructuring, merger, affiliation, or other event that results in the creation of a new or successor employer, said event shall not cause any diminution in the rights and benefits, including but not limited to pension and post-retirement health care, to which employees are entitled under this Agreement, nor shall any employee be laid off during the term of this Agreement as a result of such event.

Section 2. If there is a corporate restructuring, merger, affiliation, or other event that results in the creation of a new or successor employer, the new or successor employer shall attempt to reach agreement with NEASO and any other involved union as to the method for merging relevant seniority lists. If the parties are unable to reach such agreement within thirty (30) days after the effective date of the event that creates the new or successor employer, the new or successor employer shall submit the question of how to merge the relevant seniority lists to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties to said arbitration shall be NEASO and
any other union that represents employees in the relevant bargaining units. The new or successor employer shall not participate in the arbitration, nor shall it take any position with regard to the issue that is before the arbitrator.

Section 3. If there is a corporate restructuring, merger, affiliation or other event that results in the creation of a new or successor employer, the new or successor employer shall, unless and until directed to do otherwise by the National Labor Relations Board and/or a court, continue to recognize NEASO as the exclusive collective bargaining representative for the employees that it represents as of the effective date of such event, and shall continue to apply to said employees the provisions of this Agreement.

Section 4. NEA shall provide to NEASO any information that is provided to NEA Board of Directors regarding a corporate restructuring, merger, affiliation, or other event that will result in the creation of a new or successor employer. Said information shall be provided to NEASO at the same time that it is provided to the Board of Directors.

Section 5. Sections 1 through 4 above are binding upon NEA and, unless and until otherwise ordered by the National Labor Relations Board, a court, or an arbitrator, also shall be binding upon any new or successor employer that is created as the result of a corporate restructuring, merger, affiliation, or other event.

Article 46. EFFECT OF AGREEMENT

Section 1. This Agreement represents the full understanding and commitment between the parties and may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.

Section 2. NEA shall change its personnel policies and practices as necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, the terms of this Agreement shall prevail.

Section 3. Within sixty (60) calendar days after this Agreement is signed, copies shall be printed at NEA's expense and distributed to each employee. Each employee hired thereafter also shall receive a copy. The Union shall be supplied with an additional seventy-five (75) copies of this Agreement. Any subsequent revisions or amendments also shall be printed at NEA's expense and distributed to each employee.
Section 4. The Union shall not communicate with NEA’s Executive Committee, Board of Directors, or Representative Assembly in regard to any matter that:

(a) was or that the Union had a right to make the subject of collective bargaining between the parties; or

(b) relates to the administration of this Agreement.

Article 47. UNION SOLIDARITY

Section 1. NEA and NEASO commit to collaborate to support unions and unionized workers.

Section 2. It is NEA’s intent to buy union-made products and services, use union facilities, and honor union boycott lists in accordance with good stewardship of NEA resources and other NEA priorities, such as patronizing minority-owned companies and vendors.

Section 3. If a recognized staff organization of NEA or a state or local affiliate engages in a strike that is protected activity under the National Labor Relations Act or has been locked out, an employee shall not be required to perform the work of those on strike or of those locked out or to cross a lawfully established picket line in support of said strike.

Section 4. If a recognized staff organization of a state affiliate of NEA engages in a strike that is protected activity under the National Labor Relations Act, the obligation of an employee to provide services to a local association in that state shall be as follows:

(a) If the state association has in no way participated in the planning and implementation of the services provided by an NEA employee to the local association, the employee shall continue to provide the services in question.

(b) Conversely, if the state association has participated in any way in the planning and implementation of such services, the employee shall not be required to continue in such services any longer than is necessary to avoid prejudicing the interests of the members he/she is servicing.

Section 5. Employees shall not be required to cross a striking union’s picket line nor shall they be disciplined for refusing to cross such a picket line.
Section 6. NEA and NEASO will jointly sponsor at least one “union fair” during the term of this Agreement. The goals of the “union fair” will be to promote an understanding of the importance of unions in the United States, including the contributions of the NEA, the benefits of working union and the importance of buying union products.

Section 7. The NEA-NEASO JLMC shall establish guidelines for implementation of this Article and shall monitor its progress and implementation. The JLMC shall make this subject a frequent meeting agenda item.

Article 48. UNIFIED HEALTH CARE AND HEALTH BENEFITS COMMITTEE

Section 1. NEA and NEASO recognize the importance of collaborative work to ensure that health benefits are cost-effective and high-quality, and that work conditions are healthy and safe. Toward these ends, NEA and NEASO will create a Unified Health Care and Health Benefits Committee and invite AFSE and IUOE to participate in this Committee.

Section 2. Effective September 1, 2012, NEA and NEASO will each appoint three Committee members. The Committee will meet the following month and no less than twice a year thereafter, or more frequently if the stakeholders agree to do so.

Section 3. The purposes of the Committee will be to:

(i) review cost and utilization data for NEA health plans and health benefits in which stakeholders participate, for purposes of identifying cost drivers, potential cost-saving strategies, and health improvements. The Committee will receive annual reports on hospital, medical, and prescription drug costs and utilization, as legally permissible;

(ii) collaboratively develop and provide education materials regarding health benefits and wellness;

(iii) recommend wellness strategies;

(iv) with respect to plans, carriers, and benefit providers, participate in the RFP review process and make recommendations for changes. Make recommendations for changes in coverage;
(v) analyze ergonomic and computer-use issues and make recommendations regarding necessary equipment or training;

(vi) develop and recommend other health care and health benefit programs as agreed by the stakeholders.

Section 4. The Committee may conduct health care and health benefits surveys as appropriate and legally permissible.

Article 49. DURATION

Section 1. This Agreement shall be effective as of June 1, 2012, and shall continue in effect through May 31, 2015.

Section 2. Either NEA or NEASO may request in writing to reopen this Agreement. The sole purpose for reopening is to negotiate a change or changes to the following Articles only:

   37 - Salary Schedule
   38 - Retirement

Neither party will seek to reopen this Agreement for the purpose stated above before April 30, 2014. If a party has requested reopening this Agreement and the parties have met to negotiate but they are unable to agree on a proposed change(s), the terms and conditions of this Agreement will continue through May 31, 2015.
SIGNATURES TO AGREEMENT

For NEA:

Mike Stein
NEA Chairperson

For NEASO:

Susan Nogany
NEASO Chairperson

Donna Healy
Director of Human Resources

Approved:

John C. Stocks
Executive Director

Branita Griffin Herson
President
# ATTACHMENT A

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<thead>
<tr>
<th>Position Title</th>
<th>Rank</th>
<th>Category</th>
<th>Exempt/Nonexempt</th>
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ATTACHMENT B

GUIDELINES
Joint NEA/NEASO Classification Committee
Classification Requests/Appeals

Joint NEA/NEASO Classification Committee
(A subcommittee of the NEA/NEASO Joint Labor Management Committee)

- NEA and NEASO established a Joint Classification Committee on June 1, 2003. There shall be six (6) members on this Committee, three (3) appointed by NEA and three (3) appointed by NEASO. The initial appointments will serve staggered terms of one, two, and three years. Appointments made thereafter will serve three (3) year terms.

- The members of the Joint Classification Committee shall receive training in the classification of positions, the structure of the NEA’s classification system, and collaborative processes.

- The work of the Joint Classification Committee shall be considered NEA work.

Charges to the Joint NEA/NEASO Classification Committee

- Recommend changes and/or modifications to the NEA classification system and/or administration process to the Joint Labor Management Committee when necessary.

- Conduct ongoing education of employees and managers regarding the classification system.

- Meet monthly to carry out the committee’s responsibilities.

- Participate in the selection of external classification consultants.

- Hear appeals of classification reviews when an employee or manager disagrees with the outcome of the initial review conducted by NEA Human Resources.
Report to the Joint Labor Management Committee any problems and concerns regarding the classification system. This may include, but will not be limited to, the status of system implementation, statistics, requests for classification, adherence to timelines, and disposition of classification requests.

**Classification Requests**

- One year after a position appeal decision, an employee, a manager or both may request a classification review. An employee, manager, or both may submit a classification request during the first week of every January, April, July, and October.

- If an employee’s job incurs substantial change due to reorganization in a department, the employee’s job will be referred to Human Resources for classification review.

- A classification request shall be defined as a request for a different job description or a modification of a current job description.

- All classification requests shall be submitted to and considered by Human Resources. The review shall include a completed job content questionnaire and any other material needed. Also, the review will include an interview with the employee and manager. If the interview does not occur within thirty (30) calendar days, the classification request can proceed without the interview.

- The employee and manager shall be notified of the result of the classification request within forty-five (45) calendar days of the date of the request for appeal unless NEA and NEASO mutually agree to an extension.

- Individuals will be provided an opportunity to meet with Human Resources to discuss the reasons for the classification decision.

- The employee and/or manager may appeal the decision of Human Resources to the Joint Classification Committee within fifteen (15) calendar days of the receipt of the decision. The employee and manager will be informed when the appeal will be heard within fifteen (15) calendar days of the receipt of the appeal.

- The Joint Classification Committee shall render a decision within thirty (30) calendar days of hearing the appeal.
If the Joint Classification Committee cannot reach consensus on the appeal, the appeal shall be referred to the NEA Executive Director or designee and the NEASO President or designee. Prior to a binding decision being rendered, a joint presentation shall be made by designated NEA and NEASO Classification Committee members.

Retroactivity shall be the date of the HR decision or forty-five (45) calendar days after the date of the request, whichever is sooner.
ATTACHMENT C

The following NEA policies and guidelines can be located and/or obtained from Human Resources:

- AIDS Policy
- Anti-Harassment Policy
- Conflict of Interest Policy
- Consultant Review Directions and Forms
- Document Retention Policy
- Guidelines for the Association Electronic Network
- Mobile Device Management Policy
- NEA Information Security Policy
- NEA Inclement Weather Policy
- NEA Pandemic Policy
- NEA Privacy Policy
- New Parent Leave and Parenting/Grand Parenting Leave Policy
- Request for Classification
- Summer Hours Policy
- Telework Policy Agreement
- Travel Policy
- Whistleblower Policy
ATTACHMENT D

Memorandum of Understanding

June 25, 2007

1. NEA agrees to amend the Retirement Plan to reflect the commitment of full funding as adopted in policy by the NEA Executive Committee on June 4, 2007.

2. The amendment(s) will provide that NEA will fund the plan to attain 100% funding for total liabilities, taking into account actuarial cost methods and other assumptions determined by the Retirement Board upon advice of the plan actuary subject to the provisions of the NEA Retirement Plan.

3. The Retirement Board shall set a timetable not to exceed 14 years for attaining 100% funding as described in Paragraph #1 and #2.

4. NEA is committed to transparency and full disclosure of status of full funding to all plan participants within the legal requirements of the Retirement Plan.

5. All parties agree to withdraw any grievance(s), Unfair Labor Practice charges, letters to PBGC and other agencies on this matter as well as agree to no organized activities at the 2007 Representative Assembly or Pre-Convention activities.

6. NEA has entered into this memorandum of agreement to memorialize its intention and commitment to amend applicable collective bargaining agreement to memorialize the binding and enforceable nature of the commitments and assurances set forth in Paragraphs 1-5.

Teresa Rankin, President
AFSCME

Andrea Prejean, President
NEA

John Wilson, Executive Director
NEA
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