

NEASO - NEA HIN

2009 - 2012



AGREEMENT

Between the

**NATIONAL EDUCATION ASSOCIATION
HEALTH INFORMATION NETWORK**

And the

**NATIONAL EDUCATION ASSOCIATION
STAFF ORGANIZATION**

September 1, 2009

through

August 31, 2012

This Agreement is made and entered into on this first day of September 2009, between the National Education Association Health Information Network (hereinafter referred to as "NEA HIN") and the National Education Association Staff Organization (hereinafter referred to as "NEASO" or the "Union").

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Preamble

NEASO and NEA HIN, 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 HIN recognizes the National Education Association Staff Organization (NEASO) as the exclusive collective bargaining representative for all employees of NEA HIN except the following:

- (a) Management, supervisory employees and guards as defined in the National Labor Relations Act (NLRA);
- (b) Temporary employees, as defined in Article 7 of this Agreement.

Section 2. NEA HIN shall not make any changes which will remove positions from the Union's bargaining unit arbitrarily, capriciously, or for the purpose of altering the structure of the Union's bargaining unit.

Section 3. NEA HIN recognizes NEASO as the exclusive representative of the bargaining unit and the positions and employees of which it is comprised, as referenced in Section 1 above, and defined in Article 2 of this Agreement for the purpose of all collective bargaining and workplace representation conducted pursuant to relevant 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 HIN and NEASO shall renegotiate any provision found contrary to law. Such negotiations shall commence within thirty (30) calendar days of the effective date of the finding.

Section 5. The parties hereby incorporate into this Agreement by reference the NLRA, the Fair Labor Standards Act (FLSA) and all other relevant federal and District of Columbia laws governing the workplace.

Article 2. DEFINITIONS

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

- (a) The term "bargaining unit" means the group of employees comprised of those for whom NEASO is the "exclusive collective bargaining representative," as set forth in Article 1 of this Agreement;
- (b) The term "employee" means a person employed by NEA HIN for whom NEASO is the "exclusive collective bargaining representative," as set forth in Article 1 of this Agreement;
- (c) The phrase "non-bargaining-unit employee" means a person employed by NEA HIN for whom NEASO is not the "exclusive collective bargaining representative," as set forth in Article 1 of this Agreement;
- (d) The term "position" means a position in the aforesaid bargaining unit;
- (e) The phrases "non-bargaining-unit position" and "position outside of the bargaining unit" mean any NEA HIN position that is not in the aforesaid bargaining unit;;
- (f) The term "minority-group employee" means an employee who is American Indian/Alaskan Native, Black, Hispanic, or Asian/Pacific Islander;
- (g) Unless otherwise indicated, the phrase "contract year" means the period from the effective date of this Agreement until August 31, 2010, and each twelve (12)-month period thereafter;
- (h) Unless otherwise indicated, the term "days" means working days;
- (i) The term "NEA" means the National Education Association;
- (j) Unless otherwise indicated, the term "Union" means the National Education Association Staff Organization (NEASO).

Article 3. MANAGEMENT RIGHTS

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

Article 4. JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. NEA HIN and NEASO shall establish and maintain a Joint Labor- Management Committee (JLMC) to discuss appropriate and relevant issues. The JLMC shall be co-chaired by NEASO and NEA HIN and shall have an equal number of, but not more than three (3) representatives from NEASO and NEA HIN.

Section 2. The Committee shall meet at least monthly.. Either party may request additional meetings, as needed. A regular monthly meeting may be canceled with the agreement of both parties.

Section 3. Within sixty (60) days of the ratification date of this Agreement, the parties shall meet to develop operating guidelines for the Committee.

Section 4. Decisions of the JLMC shall be made by consensus.

Section 5. Through the JLMC, the parties shall devise and implement a program aimed at sound stewardship of NEA HIN resources and for equitably rewarding staff for participation in and the success of the program.

Article 5. NONDISCRIMINATION AND HUMAN RELATIONS

Section 1. NEA HIN and the Union agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, color, creed, sex, marital status, life-style, sexual orientation, gender identity, age, national origin, physical disability, political belief or affiliation, membership in the Union, or participation in the lawful activities of the Union, except insofar as such factors may prevent the employee from performing his/her duties and provided that nothing contained in this Section shall be construed to prevent NEA HIN from implementing any provision of this Agreement which affords preferential treatment to an individual on the basis of one or more of the aforesaid factors.

Section 2. NEA HIN shall apply the principle of "equal pay for equal work" (e.g. nondiscrimination based on race, color, creed, sex, marital status, life-style, sexual orientation, gender identity, age, national origin, physical 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 HIN personnel policy.

Section 4. 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

NEA HIN and the Union jointly recognize the need to increase employment opportunities for minority groups and women.

Article 7. CATEGORIES OF EMPLOYMENT

Section 1. The categories of NEA HIN employment are 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 that:
 - (i) has been vacated temporarily by a regular or part-time employee who is expected to return, or

- (ii) one who has been appointed to a position which has been authorized for a predetermined period of one hundred and eighty (180) calendar days or fewer, or
- (iii) one who has been appointed to fill a vacant position for a period of one hundred and eighty (180) calendar days or fewer while NEA HIN 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 one hundred and eighty (180) calendar days and two (2) years.

Section 2. NEA HIN may contract out NEASO bargaining unit work only for the following purposes:

- (a) To obtain additional expertise, experience, influence, skills, facilities, equipment or machinery not available in the NEASO bargaining unit; and/or
- (b) To accommodate temporary increases in workload or other temporary needs.

Section 3. When NEA HIN considers contracting out for a service that could arguably be considered bargaining unit work, it shall first meet with the appropriate NEASO bargaining unit staff to discuss the project and consider alternatives available for completing the work. If the parties determine that the service for which NEA HIN is considering contracting can be effectively completed in-house, NEA HIN shall refrain from contracting out for the service.

Section 4. Nothing included in this Article is intended to obviate or limit NEA HIN's present contracts with firms, such as Seasons, etc., who perform services which have never been considered bargaining-unit work and neither will it limit NEA HIN's right to contract for similar services by other firms.

Section 5. A regular employee on assignment to a temporary or term position shall remain a regular employee and is a temporary or term employee only in the sense that he/she will be returned to his/her prior status at the end of the defined term.

Section 6. 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 38 of this Agreement, provided that they shall pay the cost of such benefits in excess of the pro rata share paid by NEA HIN based on the normal hours per week regularly worked by such employees.

Section 7.

- (a) The employment term of a temporary employee in any one position may not exceed one hundred and eighty (180) calendar days 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) A temporary position may be eliminated at any point, and shall be eliminated before any regular employee is laid off. If a regular employee is filling a temporary position, they shall be returned to their regular position before any layoff occurs.
- (c) No temporary positions may continue or be created when any full-time or part-time employee is laid off.
- (d) A temporary employee shall be considered an external applicant for the purposes of regular, part-time or term position postings.
- (e) A temporary employee hired directly into a regular position shall be credited with seniority retroactive to the start of temporary employment and shall receive a credit to his/her probationary period equal to the total number of hours he/she worked as a temporary employee.

Section 8.

- (a) A term employee shall be required to become and remain a member in good standing of the Union.
- (b) The employment term of a term employee in any one position may not exceed two (2) years.
- (c) Term positions shall be posted and filled as provided in Article 23, Part B.
- (d) A term position may be eliminated prior to the expiration of its term for budgetary reasons. Such a position shall be eliminated before any regular or part-time employee is laid off. If a regular employee is filling a term position, he/she shall be returned to his/her regular position before any layoff occurs.

- (e) A term employee shall receive the same fringe benefits as a regular employee except that he/she shall not accrue seniority. The following articles of this Agreement shall not apply to term employees: Article 8; Article 18; Article 20; Article 21; Article 22; Article 23 (except part B. Vacancies); Article 26 (a).
- (f) Should NEA HIN 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. The incumbent term employee, if an applicant, shall not have seniority for purposes of competing with regular employees, but shall be treated as an internal applicant.
- (g) A term employee hired directly into a regular position shall be credited with seniority retroactive to the start of term employment and shall not serve a probationary period.

Section 9. There will be no loss of seniority for a regular employee who voluntarily fills a temporary or term position pursuant to this Article. Such employees shall receive the salary and benefits of the position temporarily held, but shall continue to be considered a regular full-time employee.

Section 10. NEA HIN shall not appoint persons to regular positions on a temporary or term basis in order to circumvent the right of regular employees who wish to be considered for such positions.

Article 8. PROBATION

Section 1. The purpose of the probationary period is to enable both the new employee and NEA HIN to determine if they desire to continue the employment relationship. NEA HIN 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 HIN. A new employee shall receive written performance expectations within twenty (20) days of employment, and shall receive an informal progress review at least every three (3) months during the probationary period. During the initial meeting, both the manager and the new employee shall schedule time to meet with each other to conduct reviews. The manager shall ensure that the employee receives copies of the written summary reviews within five (5) days of the meeting.

Section 2.

- (a) Employees shall serve one hundred and eighty (180) calendar days of probation. NEA HIN and the Union may agree, in writing, to extend the probation of an employee by no more than one hundred and eighty (180) calendar days.
- (b) Except as otherwise provided in this Agreement, probationary employees shall be covered by all the provisions of this Agreement.

Section 3. A probationary employee who applies for a different position shall be considered a current employee for purposes of comparison with any applicant who is a regular employee, but shall have no seniority for such comparison.

Section 4. A probationary employee who applies for and is selected for a different position shall have the original probationary period continue without interruption.

Section 5. A term employee's probationary period shall begin on the first day of his/her term. If a term employee began his/her employment with NEA HIN as a "temporary employee" as that term is defined in Article 7, Section 1 (c) of this Agreement, his/her probationary period shall begin on the date his/her position becomes a term position (See Article 7, sections 1(d) and 2).

Section 6. NEA HIN may discipline or discharge a probationary employee for any or no cause, provided that NEA HIN shall take no action in this regard that is contrary to Article 5 of this Agreement or relevant federal and/or District of Columbia 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-four (24) bimonthly pay periods. Pay periods shall begin on the first and sixteenth of every month and end on the fifteenth and last day of the month respectively. Between September 1, 2009 and January 1, 2010, NEA HIN will implement a system that will compute annual pay on the basis of twenty six (26) biweekly pay periods. Pay periods shall begin on Monday and end on the second Sunday night following.
- (b) For purposes of this Article, the term "pay period" shall mean the period for which one is paid as set forth in subsection (a) above.

Section 2. NEA HIN may require employees to complete time sheets. Such time sheets shall include the regular and excess or holiday time worked by the employee; the amount and type of leave used by him/her; and the appropriate cost centers for activities. Such time sheets shall be submitted by the employee in accordance with NEA HIN payroll policy.

Section 3. Paychecks shall be distributed to employees before noon every second Friday. However, if such Friday is not a workday, paychecks shall be distributed on the last regularly scheduled workday prior thereto.

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

Section 5. An employee shall be given a statement with his/her regular paycheck 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. NEA HIN may make salary advances to an employee. NEA HIN shall maintain a procedure by which an employee may request such advances, and by which procedure such requests shall be acted upon. This procedure shall be uniformly applied to all employees and shall be distributed to all employees at the beginning of the contract year.

Section 7. Not later than ten (10) days after the effective date of a personnel action, the action will be reflected in all relevant NEA HIN records, including payroll records, and in the terms and conditions of employment of the employee in question.

Section 8. Except as otherwise provided in this Section or in Section 9, 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 two (2) weeks' notice. A resigning employee who has not given at least two (2) weeks' 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 HIN may withhold any unpaid money due any separated employee until such employee has returned all NEA HIN property in his/her possession.

Section 9. Except in regard to retirement money, NEA HIN shall, within fifteen (15) days, issue a check to the estate of a deceased employee for any money due him/her on the date of his/her death.

Article 10. DEDUCTIONS

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

- (a) One deduction to any banking institution, provided it can be done electronically;
- (b) Union membership dues and uniformly applied assessments pursuant to Article 27 of this Agreement;
- (c) State income tax for an employee not residing in the District of Columbia;
- (d) Parking fees for an employee with an NEA HIN parking permit;
- (e) United Way, provided it can be done electronically;
- (f) NEA HIN employee group life insurance;
- (g) NEA membership dues;
- (h) Retirement Savings Plan contributions;
- (i) Section 125 Flexible Spending Accounts;
- (j) Any amounts owed to NEA HIN.

Section 2. NEA HIN 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 \$10.00 per pay period. This limitation shall not apply in the case of deductions as listed in Section 1 (b) and (c); or
- (b) the authorization is received less than fifteen (15) days prior to the payday.

Article 11. WORK SCHEDULE

In establishing an employee's work schedule, NEA HIN and the Union recognize that the accomplishment of NEA HIN's work comes first. Achievement of the highest quality product and service and meeting the needs of NEA HIN'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 HIN 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 HIN shall begin at 7:00 a.m. and shall end at 7:00 p.m. Except as otherwise provided in Section 2, the normal workday of an employee shall consist of seven and one-half (7.5) consecutive working hours within NEA HIN's normal business hours, except for a forty-five (45) -minute unpaid lunch break. An employee may extend his/her lunch break for up to fifteen (15) minutes. In such cases, the employee will extend his/her work day by an equal amount of time and provide notification to his/her supervisor.
- (b) Prior to NEA HIN finalizing an employee's daily work schedule, a reasonable effort will be made to harmonize the employee's preference with the needs of NEA HIN, but NEA HIN reserves the right to make the final determination in this regard. An employee will work a daily schedule established within these parameters. The employee and his/her supervisor may mutually agree to temporarily adjust the employee's daily schedule to accommodate unusual circumstances. While NEA HIN reserves the right to make the final determination as to whether and how to temporarily adjust an employee's work schedule, such determination shall not be made arbitrarily, capriciously, or without good reason. The decision to temporarily adjust an employee's schedule shall not be made later than 12:00 noon the preceding day.
- (c) With the approval of his/her supervisor, an employee may have a work schedule that would allow the employee to report to and/or leave work outside of NEA HIN'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.

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 HIN may, with the approval of the employee in question, regularly schedule an employee to begin the workweek on another day. NEA HIN may occasionally require an employee to work other than the normal workweek in order to accommodate NEA HIN conferences or meetings, or to meet work deadlines or to accommodate other unusual and temporary requirements.
- (b) An employee scheduled to work a workweek which includes a Saturday or Sunday shall receive overtime or compensatory time in accordance with Article 12.
- (c) The workweek of a new employee shall be established by NEA HIN and communicated to him/her no later than the time when NEA HIN offers him/her a position.
- (d) If a position being filled requires a workweek other than Monday through Friday, NEA HIN will inform current employees by indicating the workweek in the vacancy announcement.
- e) Subsection 2(a) above and Article 12 notwithstanding, from the week following the conclusion of the Representative Assembly through the week preceding Labor Day, NEA HIN 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 time sheets, 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 7:00 p.m., and employees shall work a regular daily schedule of nine (9) consecutive hours (plus an unpaid lunch break) within this time span. An employee's hours shall be scheduled to accommodate the needs of NEA HIN and the preference of the employee, but NEA HIN reserves the right to make the final determination in this regard.
- (iii) NEA HIN 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 that includes Friday. NEA HIN shall permit such employees to not work on Monday or to continue a regular five (5) day workweek.
- (iv) A non-exempt employee shall receive overtime pay only for hours worked in excess of thirty-seven and one-half (37.5) hours during any given week, and hours worked between seven and one-half hours (7.5) and nine (9) hours shall not be considered "excess hours" during the summer schedule.
- (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 HIN 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, shall be allowed to work the normal workweek as described in Section 2(a).
- (vii) By June 1 of each contract year, NEA HIN shall announce to employees and NEASO the period during which summer hours will be in effect, and inform those employees who may be required to work on Friday.

Section 3. 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 travel time for exempt and as time worked for non-exempt employees 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 travel time for exempt and as time worked for non-exempt employees.
- (b) When an employee is away from her/his regular place of employment on a Saturday or Sunday which does not involve actual travel or work, the employee's time shall be counted as travel time to a maximum of eight (8) hours.

Section 4. Alternative Work Schedules

- (a) Subsections 1(a) and 2(a) above notwithstanding, the parties recognize that the work of NEA HIN is not always standard or predictable and that an employee's workload often requires that his/her work be performed on weekends or at other times outside the normal workweek. In this regard, the employee and the supervisor may agree to establish an alternative work schedule (AWS) and/or telework arrangement which accommodates both the needs of NEA HIN and the employee. The supervisor shall retain the authority to return the employee to a regular schedule if deemed necessary.
- (b) For purposes of this section, an AWS is understood to mean any work schedule established by the employee and his/her supervisor, that enables the employee to work a schedule different from the normal workweek, as set forth in Section 2(a), above, but within the parameters of seventy-five (75) hours of work per pay period. For purposes of this Section, "telework" is understood to mean an arrangement by which an employee works from his/her home or from an alternative work location.
- (c) An FLSA non-exempt employee working an AWS at his/her request shall not be entitled to earn overtime premium pay for hours worked between thirty-seven and one-half (37.5) and forty (40) hours in a workweek (as set forth in Article 12, Section 1(a)), if the employee requested AWS schedule requires him/her to work in excess of thirty-seven and one-half (37.5) hours in a week. In any event, the FLSA requires that non-exempt employees be paid one and one-half (1.5) times their regular hourly rate for all time worked in excess of forty (40) hours in a week.
- (d) An FLSA-exempt employee working an AWS at his/her request shall not be entitled to earn compensatory time for hours worked in excess of thirty-seven and one-half (37.5) hours in a workweek, if the employee's requested AWS schedule requires him/her to work in excess of thirty-seven and one-half (37.5) hours in a workweek.

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 (FLSA) shall be paid at one and one-half (1.5) times his/her regular hourly rate for all hours worked in excess of thirty-seven and one-half (37.5) hours in any one week. A non-exempt employee may not work excess hours unless pre-approved or required by NEA HIN.
- (b) If an FLSA non-exempt employee returns to work at NEA HIN's request after having left his/her place of employment at the end of the workday, or is required to perform work on days that are not regularly scheduled work days, 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.

Section 2. An employee's "regular hourly rate" shall be determined by dividing the employee's annual salary, including any taxable benefits and allowances, by 1,950 hours.

Section 3. NEA HIN and NEASO shall conduct a joint audit of the FLSA status of each and all employees (i.e. to determine whether each employee is appropriately classified as exempt or not exempt from the overtime requirements of the FLSA) within sixty (60) calendar days of the signing of this Agreement. Such joint audit shall be concluded by not later than ninety (90) calendar days from the execution of this Agreement.

Section 4. Compensatory Time

An employee in a position that is exempt from the overtime requirements of the FLSA shall receive compensatory time off for hours worked in excess of thirty-seven and one-half (37.5) hours in a week.

- (a) Compensatory time shall accrue, in increments of thirty (30) minutes.
- (b) An FLSA-exempt employee who has accrued compensatory time for excess hours worked may arrange with his/her supervisor to utilize a temporary alternative work schedule by which the employee would get a number of hours off work equal to the number of excess hours he/she worked. So, for example, if the employee worked seven and one-half (7.5) hours on a weekend day or over the course of a weekend, he/she might arrange to take off the next workday (which, pursuant to this Agreement, consists of seven and one-half (7.5) hours). Such a temporary alternative work schedule must be utilized within two (2) pay periods of the time the employee worked the excess hours. The employee's supervisor will not unreasonably deny the employee's request to utilize the temporary AWS.
- (c) An employee who does not arrange to use a temporary alternative work schedule or who fails to utilize an approved temporary alternative work schedule within two (2) pay periods of his/her working excess hours, as set forth in subsection (b) above, shall receive compensatory time off for excess hours worked at a rate of 1 for 2 (e.g., if the employee worked three (3) excess hours, he/she would accrue one and one-half (1.5) hours of compensatory time). In any event, if the employee fails to use his/her accrued compensatory time within twenty-six (26) pay periods, he/she forfeits such accrued compensatory time.
- (d) If an FLSA-exempt employee returns to work at NEA HIN's request after having left his/her place of employment at the end of the workday, or is required to perform work on a day(s) that is not a regularly scheduled workday, he/she shall receive compensatory time in accordance with subsections (b) or (c), above, but shall in no event receive compensatory time off for less than four (4) hours.

Section 5. Excess hours shall be subject to management approval.

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 4 and 5, 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, he/she shall be paid for such holiday, and such day shall not be charged as leave.

Section 4.

- (a) Holiday work may be required by NEA HIN as long as it is reasonable and complies with the provisions of this Article.
- (b) Except as otherwise provided in subsection (c), an employee who is required by NEA HIN 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 times his/her regular hourly rate for all hours worked on the holiday.
 - (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 compensatory time off at the rate of two (2) hours for each one (1) hour worked.
- (c) The procedure for utilizing compensatory time off received pursuant to this Article is set forth in Article 12, Section 4, of this Agreement.

Article 14. AUTHORIZED LEAVE

Introduction

NEA HIN 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 nine (9) categories of authorized leave. Eight (8) of these are paid leave (annual, medical, jury and legal, new parent, parenting, military, administrative, and bereavement); 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. 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) Beginning December 31, 2009, the number of hours of accrued annual leave an employee may carry over cannot exceed one hundred seventy five (175) hours per year.

- (b) Every December 31st, an employee may cash-out at fifty (50) percent of the employee's regular rate of pay and/or convert to medical leave up to a total of one hundred and twelve and one-half (112.5) hours of accrued annual leave.
- (c) Annual leave will accrue each pay period as follows:
 - Year 0 through 2nd year of service.....fifteen (15) days
 - Year 3 through 4th year of service.....twenty (20) days
 - Year 5 through 9th year of service.....twenty-five (25) days
 - Year 10 or beyond.....twenty-six (26) days
- (d) 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 scheduled working time.

Section 3. Unpaid leaves of absence and time spent on layoff in excess of four (4) consecutive weeks shall not be counted as working time.

Section 4.

- (a) Except in case of emergency, an employee shall notify NEA HIN reasonably in advance of the planned use of annual leave. Except as otherwise provided in Section 6, an effort shall be made by NEA HIN to schedule an employee's annual leave at the time requested, provided that NEA HIN reserves the right to make the final decision in this regard. NEA HIN shall respond to requests for annual leave within a reasonable period of time and will not unreasonably deny such request for leave.
- (b) Once annual leave has been scheduled, it may not thereafter be changed by NEA HIN unless necessary to meet unforeseen operating requirements and then only with the approval of the Executive Director and the affected employee. If NEA HIN makes such a change, it shall reimburse the employee for any deposits or other similar out-of-pocket losses sustained by him/her as a result thereof.
- (c) An employee traveling on official NEA HIN business may, with reasonable notice and the advance approval of NEA HIN, schedule his/her annual leave before or after such business.
- (d) 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.
- (e) An employee may use annual leave in place of medical leave, provided he/she:
 - (i) provides required advance notice;
 - (ii) notifies NEA HIN of the type of leave to be used; and
 - (iii) uses the appropriate code on the time sheet.

Section 5.

- (a) NEA HIN 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 affected shall receive administrative leave.
- (b) Except in case of emergency, NEA HIN shall give NEASO and its members as much advance notice as possible, and in no event less than sixty (60) days advance notice of any proposed closedown other than the end-of-year closedown. The Union shall be afforded an opportunity to discuss and negotiate the impact and implementation of the closedown.
- (c) In a case of emergency only, NEA HIN shall give NEASO and its members to be affected by a closedown as much advance notice as is practical.
- (d) NEA HIN 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 HIN 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 Article 13.

Section 6.

- (a) If a paid holiday occurs while an employee is on paid 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 HIN may require the employee to submit a physician's certification that the illness or injury required confinement.

Section 7. Upon permanent separation from NEA HIN 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.

Part B. MEDICAL LEAVE

Section 1.

- (a) Except as otherwise provided in subsection (b), an employee shall accrue medical leave at the rate of ten (10) days per year. 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 who work a minimum of twenty (20) hours a week 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 workers' compensation payments received for such illness or injury are remitted to NEA HIN;
 - (ii) medical and dental examinations or treatments that cannot be scheduled during nonworking hours. Except in case of emergency, an employee shall give twenty-four (24) 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 HIN to submit a doctor's certificate documenting proper use of medical leave.
- (c) An employee who remits workers' compensation payments to NEA HIN 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 HIN may direct an employee to be examined by an appropriate doctor, selected by the employee from a list compiled by NEA HIN and the Union in the following circumstances: (1) when NEA HIN 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 HIN seeks confirmation of a medical condition which has caused protracted and/or recurrent absence from work. NEA HIN shall bear the expense of such examination and shall provide the employee with necessary administrative leave. An employee, by agreeing to be examined for any of the above purposes, in no way consents to waive his/her common law privilege of confidentiality in the doctor-patient relationship. NEA HIN shall inform the doctor of the purpose of the examination, and the doctor shall provide a report to NEA HIN which shall address the following areas, as appropriate. NEA HIN 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 HIN 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 HIN with timely information regarding reasonable accommodation and the employee's ability to perform the job.

Section 5. NEA HIN 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 shall notify NEA HIN as soon as possible and provide only the following information: (i) when he/she will be absent on medical leave; and (ii) the date, if known, 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 HIN 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 HIN by this subsection shall be subject to the implementation of said provisions. It is expressly understood that an employee on medical leave, other than workers' compensation 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 90 consecutive calendar days as the result of a medical disability shall file a claim for benefits under the long-term disability policy.

Part C. JURY AND LEGAL LEAVE

Necessary time off without loss of pay shall be granted to employees called for jury duty. Upon receipt of the notice to serve on jury duty, the employee should immediately notify his or her supervisor. No refund to NEA HIN of per diem fees and other allowances will be required.

Part D. NEW PARENT LEAVE

Section 1. New parent leave with pay shall be granted to an employee for the purpose of child rearing as follows:

- (a) Any employee who becomes a parent or adopts a child shall be entitled to six (6) weeks or (by agreement between the employee and his/her supervisor) the equivalent number of work hours of paid new parent leave, to begin upon the birth or de facto custody of said child.
- (b) 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 (1) year thereafter.
- (c) 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.
- (d) Any employee requesting leave under Part D of this Article shall notify NEA HIN 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 HIN's request, such an employee shall submit a copy of the birth or adoption certificate or an affidavit or other reasonable documentation satisfactory to NEA HIN. All such documentation shall be confidential.
- (e) All or any portion of leave taken pursuant to this Section may, at the employee's option, be charged to accrued medical or annual leave.

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

- (a) If an employee notifies NEA HIN of his/her desire to return to active employment after a leave which has been charged entirely to medical and/or 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 I of this Article.
- (c) It is expressly understood that an employee who is on new parent 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 new parent leave.

Part E. PARENTING LEAVE

An employee shall be entitled to five (5) days per calendar year for parenting leave. This leave is intended to assist employees with their parenting responsibilities such as being involved in the education of their children or for emergency child care purposes only. It is not intended to enhance or replace annual leave. Unused parenting leave shall not accrue from one calendar year to the next.

Part F. MILITARY LEAVE

Section 1. An employee recalled into the armed services for reserve duty shall have the following option:

- (a) to take leave with pay for up to four (4) weeks or for the period of his/her reserve duty, whichever is less, and remit to NEA HIN the compensation received from the armed services; and/or
- (b) to take annual leave or leave without pay for the entire period of the reserve duty or for that period of the reserve duty which exceeds four (4) weeks and keep the compensation, or the appropriate portion thereof, received from the armed services.

An employee taking leave under this Section shall report for work on the first regularly scheduled workday following his/her release from duty.

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 HIN 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.

Part G. ADMINISTRATIVE LEAVE

Section 1.

- (a) NEA HIN may authorize administrative leave with pay as it deems appropriate.
- (b) Administrative leave shall normally be granted to all employees, but NEA HIN 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 sending employees home, such employees shall be granted administrative leave.

Section 2. 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 HIN 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 for any period during which federal government offices in the District of Columbia are closed on Inauguration Day.

Section 4. If an employee is required by NEA HIN to work during a period for which administrative leave has been granted, 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 one (1) additional hour of pay for each hour worked at his/her regular hourly rate of pay; or
- (b) if an employee is not eligible for overtime pay under Article 12 of this Agreement, he/she shall receive one (1) hour of compensatory time off for each hour worked.

Section 5. If administrative leave is granted for one (1) 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 H. BEREAVEMENT LEAVE

Section 1. 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, grandchildren, and brothers- and sisters-in-law.

Section 2. A probationary employee shall be granted up to three (3) days of bereavement leave in accordance with Section 1.

Part I. LEAVE WITHOUT PAY

Section 1. NEA HIN 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 HIN which is likely to benefit both NEA HIN and the employee; and
- (h) other purposes which are mutually agreed upon between NEA HIN, NEASO 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 one (1) year, provided that such leave shall not exceed two (2) 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 38 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 HIN 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.

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 HIN position, to an equivalent position.
- (b) 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 HIN by subsection (a) 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 HIN resources and to make every effort to minimize travel expenses. All air travel arrangements shall be made through the designated NEA HIN travel agency. NEA HIN may approve other travel arrangements at the request of the employee.

Section 2. NEA HIN 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 HIN business as follows:

- (a) The actual cost, including tax and gratuities, for his/her meals as provided below, in accordance with NEA policy
 - (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 HIN, an NEA HIN affiliate, or another employee or representative of NEA HIN or an NEA HIN affiliate, or an NEA HIN 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 travel in excess of five days, if necessary, for reasonable expenses.
- (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 HIN shall increase its reimbursement figure by the same amount and at the same time;
 - (ii) rental automobiles as required and pre-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 HIN;
 - (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 for airport baggage handling and other unusual items.
- (f) Receipts or other documentation shall be required for all expenses pursuant to NEA Travel Guidelines (e.g., lodging, group meals, any overtime meals in excess of \$10.00, taxi fares of \$25.00 and over, parking, valet charges, etc.).

Section 4. NEA HIN shall reimburse an employee for loss or damage of such personal items as are necessary and appropriate for travel on official NEA HIN business and/or the performance of assigned functions (e.g., clothing, baggage, cosmetics, grooming, 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 HIN source.

Section 5. NEA HIN shall:

- (a) reimburse an employee for the fee for travelers' checks that are purchased for use in connection with official NEA HIN business; and
- (b) 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 HIN business, for the fee for one (1) standard national credit card per contract year.

Section 6. An employee on official NEA HIN 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 HIN'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

Moving and transportation expenses shall be made available to employees who are required to relocate from a different metropolitan area as a result of employment with NEA HIN.

Article 17. DISCIPLINE AND DISCHARGE

Section 1.

- (a) NEA HIN may discipline a non-probationary employee only for just cause.
- (b) NEA HIN may at its discretion discharge a probationary employee, with or without cause, during the probationary period provided that NEA HIN shall take no action in this regard that is contrary to Article 5 of this Agreement.

Section 2. Nothing herein shall be construed to preclude or substitute for the normal, informal means by which NEA HIN and its employees resolve ordinary problems as they arise. NEA HIN and the Union recognize that the procedures set forth in this Article will when practicable be used only when less formal means of resolving problems have failed. Such less formal means would normally include discussion between employees and their supervisors and informal oral warnings.

Section 3.

- (a) Except as otherwise provided in Section 4 of this Article, NEA HIN shall, insofar as appropriate, observe the principles of progressive discipline.
- (b) Prior to the imposition of any discipline, NEA HIN shall meet with the employee to discuss the problem or incident giving rise to the discipline. NEA HIN shall send the Union a copy of the meeting notification. Prior to the meeting, NEA HIN 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 HIN shall give the employee a reasonable opportunity to contact the Union and arrange for a representative. NEA HIN 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 HIN shall discuss with the employee any corrective action required or improvement expected.

(c) Progressive discipline shall ordinarily proceed with each step properly documented in the personnel file as follows:

Step 1: oral warning;

Step 2: formal written warning;

Step 3: suspension accompanied by formal written warning

Step 4: such other discipline as deemed appropriate by NEA HIN and approved by the Executive Director or his/her designee, including discharge.

(d) Nothing herein shall be construed to require NEA HIN to impose a higher level of discipline than it deems appropriate under the circumstances.

Section 4.

(a) Progressive discipline shall not be required with regard to the following, which, if proven, 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 HIN representative or another employee during working hours;
- (vi) deliberate destruction of the property of NEA HIN 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 HIN;
- (ix) deliberate destruction or misappropriation of electronic data or other proprietary information belonging to NEA HIN;
- (x) deliberate misrepresentation of one's position at NEA HIN for personal benefit or for the purpose of providing false information for the benefit of another; or
- (xi) aggravated sexual and/or other illegal 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 35 of this Agreement.

(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 HIN 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 HIN, 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 5. When an employee is discharged under this Article, the effective date of discharge shall be one (1) week from receipt of the notice of discharge, except in cases of immediate discharge under Section 4 of this Article.

Section 6. NEA HIN 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 7. Material related to any progressive discipline or discharge shall be expunged from an employee's record in two (2) years, provided that no further incidents of disciplinary action occur during that two-year period.

Article 18. JOB SECURITY

Section 1. NEA HIN 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 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 HIN plans to take any action pursuant to Section 1 which would result in the layoff of any employees, it shall provide notification to the Union in writing, at least sixty (60) days before such action becomes effective and afford it an opportunity to negotiate regarding alternative actions.
- (b) If NEA HIN 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 HIN shall notify the Union and any effected employee(s) of any proposed layoff or involuntary transfer of 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) Program-related;
- (c) Administrative; or,
- (d) 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. One bump will be allowed. 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 HIN no later than five (5) days after the employee received a notice of layoff.

Section 6.

- (a) NEA HIN shall not employ any temporary or contract 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 or could become qualified with reasonable training.

Section 7. An employee who displaces another employee shall:

- (a) retain all of his/her accrued benefits;
- (b) receive no less than 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 8.

- (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 9. Notice of recall shall be given by registered mail and e-mail to the last address and e-mail address given to NEA HIN 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 addresses, he/she shall be deemed to have refused the position offered.

Section 10. An employee who is laid off shall remain on the recall list for thirty (30) 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 HIN, be allowed additional time before reporting for work.

Article 19. RESIGNATIONS

Section 1. An employee shall notify management 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 (1) week and shall notify the Union shortly thereafter.

Section 2. A notice of intention to resign shall not become effective until forty-eight (48) hours after it has been given to the Union and an employee may at any time during said forty-eight (48) 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. An employee who is permanently separated from NEA HIN employment by reason of resignation or retirement with at least two (2) weeks' notice, or death while in NEA HIN's employ, shall receive a lump sum payment as follows:

- (a) an employee with at least three (3) years of continuous service shall receive an amount equal to two (2) weeks of salary;
- (b) an employee with at least ten (10) years of service shall receive an amount equal to four (4) weeks of salary.

Section 2. Section 1 of this Article shall not apply to employees terminated for cause.

Article 21. SENIORITY

Seniority shall be computed from an employee's earliest date of hire with NEA HIN, including hire as a temporary or term employee, from which he/she subsequently transferred. Time spent 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 spent 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. Continuous service shall not be broken by layoff and unpaid leaves of absence, but the time spent thereon shall not be counted in computing the seniority. 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. The employee moved into the bargaining unit shall be paid in accordance with the salary schedule in this Agreement.

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 HIN 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 HIN work. To that end, the parties are committed to enhanced flexibility in the use of staff in order to accomplish NEA HIN work.

Part A. POSITIONS

NEA HIN 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.

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

- (a) NEA HIN shall post a notice of vacancy on a bulletin board set aside for this purpose. Such internal posting shall remain in effect for seven (7) calendar days. A copy of said notice shall be given to the Union at the time it is posted.
- (b) NEA HIN 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.
- (d) An internal candidate who meets the qualification criteria shall be selected.
- (e) NEA HIN shall not recruit applicants to fill a vacancy from among persons who are not members of the Union bargaining unit until after reaching a decision as to internal candidates.
- (f) Individual employees, invited by NEA HIN for their relevant expertise, will serve on interview committees charged with filling vacant positions.

Section 3. The notice of vacancy shall include the title, salary range, 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 HIN shall provide the Union with a copy of the job description for the position, and, upon request, shall provide the same to any applicant.

Section 4. An employee may apply for any posted vacancy and NEA HIN shall acknowledge in writing all such applications filed. NEA HIN shall notify internal applicants of its decision within seven (7) days of completing internal interviews. An employee who was an unsuccessful applicant shall be given the reasons for his/her non-selection in writing, within fifteen (15) days. The Union will be provided with a copy of the NEA HIN response. If the employee is not satisfied with 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 HIN service shall also be considered. When applicants are otherwise equal, the employee with the greatest seniority will be selected.

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

- (a) require NEA HIN to fill a vacancy or to fill a position for which a notice of vacancy has been posted;
- (b) require NEA HIN to post a notice of vacancy prior to filling a vacancy by means of involuntary transfer; or
- (c) prevent NEA HIN 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

Section 1. The movement of an employee from one position to another position of higher pay shall be deemed a promotion, provided that the selection of the employee is on the basis of his/her ability and past performance.

Section 2. An employee who moves from one job classification to a higher classification as a result of a promotion or temporary promotion shall receive a salary increase of no less than five (5) percent.

Section 3. NEA HIN shall encourage and support employees in professional development. When an employee exhibits necessary skills and experience through professional development, NEA HIN shall promote the employee to a higher paid job classification should a position become available.

Part D. RETURN TO PREVIOUS POSITION

Section 1. An employee who is promoted shall serve a one hundred 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 HIN determines during the trial period that the employee is not successful in the new position or assignment, it may rescind the promotion or reassignment, and the employee will be returned to his/her previous position.

Part E. FUNDING EXCEPTIONS

Section 1. The Union recognizes that the operating revenues of NEA HIN come from several sources, which include the NEA, government agencies, corporations, foundations, private donors and others. The amounts provided by these resources are both restricted and unrestricted in how they may be used. Therefore, it may be necessary to follow different procedures as a result of restrictions placed upon some resources.

Section 2. In the event that a reduction in force is made necessary due to the loss of specific funding, NEA HIN shall make every reasonable effort to retain an employee who is not permitted to retain his/her employment through the provisions as specified in Article 18.

Section 3. If an employee, whose position was supported by a specific grant and has the seniority and qualifications to exercise bumping rights, is denied the ability to displace a more junior employee, NEA HIN shall continue to employ that individual for a period of no less than six (6) months. During that time NEA HIN shall attempt to find funding to support the continued employment of the affected employee. The employee shall perform work as directed by NEA HIN and shall maintain his/her salary and benefits during this period.

Article 24. PERSONNEL FILES

Section 1. An employee shall have the right, upon reasonable notice 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 reasonable 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 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. The complaint must be filed with NEA HIN, identifying the language to be reviewed and the Union representative participating. Union and NEA HIN representatives shall investigate the matter and conduct an informal hearing. If they are unable to resolve the matter, they shall meet with the Executive Director who shall render a decision within fifteen (15) days after the complaint was filed. NEASO may move the case to arbitration if the decision rendered by the NEA HIN Executive Director is not satisfactory.
- (d) NEA HIN 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 requested to affix his/her signature to a document, the employee shall receive a copy of the document(s) bearing original signature(s). The employee signature indicates only that he/she has received a copy of the document and shall not be construed as agreement with the content of the document.

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

Section 4.

- (a) There shall be one (1) personnel file per employee containing 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 NEA HIN and NEASO.
- (b) All information in the personnel file shall remain confidential.
- (c) When an employee applies for a vacancy, only the documents referred to in (a) (i), (ii), (iv), (v), and (vii) may be used by the appropriate supervisor. Documents referred to in (a) (vi) may be sent only with the approval of the employee.

Section 5. Following the filling of any vacancy, NEA HIN shall keep all applications for promotion/transfer to that position by an employee until the expiration of the time period or statute of limitations for filing a grievance or complaint related to, or involving the promotion or transfer under this Agreement, or any applicable law or statute. In the event such a grievance or complaint has been filed, the application shall be kept until the grievance or complaint is finally resolved.

Article 25. EMPLOYEE PERFORMANCE

NEA HIN and the Union agree performance assessment is a continuous process and important to the success of NEA HIN. The Union and NEA HIN shall jointly develop a policy regarding performance assessment. The parties will develop a policy within one (1) year.

Article 26. EDUCATION AND PROFESSIONAL DEVELOPMENT

All full-time employees and part-time employees working a regular schedule of twenty (20) hours or more each week are eligible for NEA HIN tuition or other professional development reimbursement.

- (a) NEA HIN shall reimburse eligible employees up to \$2,750 per calendar year in tuition and related expenses (i.e. required course books, fees, and materials) for academic courses. The course(s) taken must be related to the employee's current job. An employee, with the approval of his/her manager, may change his/her working hours in order to attend classes in area educational institutions.
- (b) NEA HIN will reimburse an employee for fees associated with training or conference participation that are directly related to his/her job, subject to management approval.

Article 27. UNION SHOP

Section 1. Employees in the bargaining unit shall, not later than the thirtieth (30th) calendar day following the beginning of employment, become and remain members in good standing of the Union by signing and tendering to NEA HIN 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 HIN 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 HIN. If the required authorization is not made by the employee within fifteen (15) calendar days after receipt of the aforesaid notice, NEA HIN shall notify the Union. Following receipt of such notice, the Union will notify NEA HIN of its obligation to discharge the employee, and NEA HIN shall immediately discharge the employee in question.

Section 2. NEA HIN shall deduct the monies authorized pursuant to Section 4 and pay such monies to the Union not later than one (1) 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 HIN in writing. The change shall be reflected in deductions made by NEA HIN from paychecks issued ten (10) calendar days after receipt of such notification.

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

"I hereby assign to NEASO and authorize NEA HIN 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 HIN to remit the amount deducted to NEASO not later than one (1) day following a regular payday.

(Employee's Signature)

(Date)

Section 5. The Union shall indemnify NEA HIN 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 HIN 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 investments of time, attention, and effort on the part of numerous individuals from both NEA HIN 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 NEA HIN, NEA HIN considers joint labor-management activities, such as the JLMC and similar endeavors, NEA HIN work.

Section 2. During the term of this contract, a total of forty (40) hours of time off, with pay, every contract year shall be granted to employees designated by the Union for Union business. Unused balances may be carried over to the following contract year.

Section 3. One (1) 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 HIN at least one (1) week in advance of the date and time of the proposed meeting.

Section 4. Three (3) hours of release time with pay, not chargeable to any other leave, shall be granted to one (1) union member each month to attend the monthly NEASO Board of Directors meeting.

Section 5.

- (a) If a joint NEA HIN/Union meeting is scheduled during regular working hours, the Union members 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 grievance meeting or an arbitration hearing is scheduled during regular working hours between NEA HIN and one (1) 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.

Section 6. While the Union is affiliated with a national union, one (1) Union member shall be granted time off to attend the annual convention. One (1) additional member may be granted time off to attend the annual convention with management's approval. The employees may at their option utilize annual leave, compensatory time off or leave without pay for this purpose.

Section 7. Additional release time may be taken for other Union activities with the advance approval of NEA HIN.

Section 8. During the final year of this Agreement, up to three (3) Union bargaining team members will be excused with pay from all NEA HIN work on (a) up to three (3) days, within sixty (60) calendar days of the date on which this Agreement expires, provided that the Union gives notice of the dates in writing to management at least five (5) days in advance; and (b) on any and all days during which bargaining takes place prior to this Agreement expiring. Such time shall not be counted within the limitations set forth in Section 2. NEA HIN may assign other bargaining unit members to cover their work responsibilities for any portion of their absence.

Section 9. Except, when unforeseen circumstances arise requiring NEASO representatives to use time off with pay pursuant to this Article and other relevant provisions of this Agreement, NEASO will comply with the requirements elsewhere in this Agreement for use of authorized leave and provide actual notice to the management, including a written request, at least the day before it intends to use any of the time off provided under this Article which would necessitate Union representatives being away from their duty station for Union business. Such advance notice will not be required of NEASO representatives for participation in JLMC meetings or other joint labor-management endeavors, or of NEASO representatives participating in meetings or discussions with NEA HIN about which NEA HIN had prior knowledge. When unforeseen circumstances arise requiring NEASO representative(s) to use time off with pay pursuant to this Article or other relevant provisions of this Agreement, the employee(s) shall make a reasonable effort to notify his/her supervisor prior to leaving the office of his/her use of such time and, in any event, shall notify the supervisor upon his/her return. If the release of a particular employee or employees for Union activities within this Article would unduly interfere with NEA HIN operations, NEA HIN may deny the request(s) for the release of the employee(s). In this event, NEA HIN shall release the employee(s) as soon as possible within a reasonable time frame and shall indicate to the Union at what time the employee(s) shall be released.

Section 10. The NEASO President and/or the NEASO Board Member and the NEA HIN Executive Director and/or his/her designee shall meet at least quarterly.

Article 29. INFORMATION

NEA HIN shall, upon request, furnish the Union with such available information (i.e. information that is regularly or normally prepared or kept by NEA HIN) as is reasonably necessary to enable the Union to properly bargain with regard to wages, hours and other terms and conditions of employment to enable the Union to properly perform its duties with regard to administration of this Agreement and to carry out its representational responsibilities.

Article 30. BULLETIN BOARDS

NEA HIN shall allow the Union space to place a bulletin board (8 sq. ft. maximum) in an easily accessible area of the NEA HIN office.

Article 31. STRIKES

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

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

Article 32. EMPLOYEE PROTECTION

Section 1. NEA HIN 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 HIN 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 33. 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 HIN employment, are not appropriate concerns of NEA HIN, 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 HIN or has acted to undermine his/her duties or responsibilities as an NEA HIN employee.

Section 2. An employee may participate in activities and perform services outside the scope of his/her NEA HIN 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 HIN shall be considered within the scope of an employee's NEA HIN employment and honoraria and other compensation received shall be remitted to NEA HIN, unless other arrangements are agreed to in writing in advance among NEA HIN, the employee and the affiliate in question.

Article 34. 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 except to the extent it is within NEA HIN's control.

Article 35. 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. To this end, representatives of NEASO and NEA HIN shall convene at the request of either party.

Section 2. When a problem involving an individual employee arises, the employee should bring it promptly to the attention of management. The employee and supervisor are encouraged to discuss the situation in an effort to resolve the problem.

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, the Union shall notify NEA HIN of the existence of the problem. NEA HIN shall discuss the matter with the supervisor, and an appropriate informal meeting shall occur promptly, either between NEA HIN and the Union or

between the supervisor and the employee. If the supervisor meets with the employee, the employee may, with mutual agreement, be accompanied by a Union representative. When a problem involves a group or class of employees, the Union shall notify management 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 or one or more employees that there has been a violation of a provision of this Agreement or that NEA HIN 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 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 members, representatives and management to pursue informal resolution of all disputes, prior to the filing of a formal grievance. Therefore, members, representatives and management agree to discuss and make good faith efforts to resolve any/all issues in dispute, within ten (10) days after the employee 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 (20) 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 (20) day filing period, but not later than thirty (30) days after the employee knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.
- (b) 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. Such meeting shall be held within ten (10) days after the date on which the grievance was filed.
- (c) Not later than ten (10) days after the conclusion of the grievance meeting, management shall provide the employee and the Union with his/her written answer, stating to the extent applicable the rationale for his/her decision. If the written answer is not provided within ten (10) days following the grievance meeting, the grievance and the relief sought shall be automatically awarded.
- (d) If a grievance is not resolved to the Union's satisfaction, the Union may submit the grievance to arbitration. A grievance must be submitted to arbitration not later than twenty-five (25) days after receipt of the grievance answer. If the Union does not submit the grievance to arbitration within twenty-five (25) days of receipt of the grievance answer, the grievance shall be considered withdrawn. Submission to arbitration shall consist of the filing of a written Demand for Arbitration with the American Arbitration Association. Prior to submitting a grievance to the American Arbitration Association, the Union shall notify NEA HIN of its intent to do so, which shall satisfy the time limit specified above. Nothing shall preclude the parties from mutually selecting an arbitrator.

Section 3.

- (a) The submission to arbitration and the selection of the arbitrator and the arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association, as appropriate.
- (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 grievance meeting, or changes its grievance 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.
- (f) The costs of arbitration, such as the fee and expenses of the arbitrator, shall be shared equally by the parties. Individually incurred costs, such as attorneys' fees or the charges for the transcript, shall be borne by the party incurring them.
- (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 hear arguments on both the issue of arbitrability and the merits of the case. The arbitrator shall first render a decision on the arbitrability question. Only if he/she rules that the grievance is arbitrable shall he/she render a decision on the merits.
- (i) Either party may 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 4.

- (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 HIN 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 HIN at any step of the grievance procedure to meet the specified time limits for 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 HIN and the Union shall cooperate in promptly scheduling arbitration hearings. Neither party shall intentionally cause delays in the arbitration process. The period from the date of advising NEA HIN of the intent to arbitrate and the date of the arbitration hearing shall not exceed sixty (60) days, except in the case of unavoidable circumstances.

Section 5. 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. Such submission must be made not later than twenty (20) 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 (20) 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.

Section 6.

- (a) The investigation, processing and arbitration of grievances shall take place during regular working hours.
- (b) NEA HIN 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.

Section 7.

- (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 in the personnel file(s) of the grievant(s).

Article 36. SALARY

Section 1. All NEA HIN employees will receive salary increases as follows:

- (a) 3.00% effective September 1, 2009;
- (b) 2.70% effective September 1, 2010;
- (c) 2.00% effective September 1, 2011.

Section 2. Each eligible NEA HIN employee will receive a service credit salary increase in the second and third years of this Agreement (i.e. beginning September 1, 2010 and September 1, 2011) effective on the anniversary of his/her date of hire by NEA HIN. The percentage of the service credit salary increase, which shall be based on each employee's years of service to NEA HIN, shall be as follows:

- (a) two (2) to four (4) years of service: 1.00%
- (b) five (5) to nine (9) years of service: 1.25%
- (c) ten (10) or more years of service: 1.50%

Section 3. To the extent NEA HIN provides employees with bonuses, such bonuses shall be granted across-the-board and, then, only with express consent of NEASO.

Section 4. NEASO will be provided an opportunity to review, assess and, to the extent appropriate, negotiate any position classification system proposed or implemented by NEA HIN.

Article 37. RETIREMENT

Part A. RETIREMENT PLAN

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

Section 2. The Retirement Plan shall be non-contributory for employees. The rate of contribution specified in the Plan for NEA HIN shall not be changed during the term of this Agreement.

Part B. 401(k) PLAN

NEA HIN shall sponsor a 401(k) Plan. NEA HIN shall not be required to make contributions to said plan.

Article 38. LIFE INSURANCE, MEDICAL AND OTHER BENEFITS

Section 1. NEA HIN shall provide NEASO bargaining unit employees with the following benefits:

- (a) Full medical and hospitalization coverage without cost to employees identical to that provided by NEA HIN immediately prior to the implementation of this Agreement.
- (b) Dental, vision, life insurance, short-term and long-term disability benefits without cost to employees, identical to those provided by NEA HIN immediately prior to the implementation of this Agreement.

Section 2. NEA HIN shall contract with a back-up dependent care provider for up to 100 hours per employee per year.

Section 3. Within ninety (90) calendar days of the signing of this Agreement, the parties, through the JLMC, shall create a "Medical Leave Bank" (MLB), to which employees may donate medical and annual leave hours and from which an employee(s) with an illness or injury without sufficient medical and annual leave hours may draw. Such MLB shall be implemented by January 1, 2010.

Article 39. EMPLOYEE ASSISTANCE PROGRAM

Section 1. NEA HIN 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 HIN is supportive of any employee who seeks assistance for such a problem.

Section 2. NEA HIN will provide an employee assistance program (EAP) (defined as a professional short-term counseling service offered to employees that includes assessment, information, outside referral and monitoring) through the NEA EAP.

Article 40. HEALTH AND SAFETY

The Union and NEA HIN agree that a safe, healthful, and smoke-free workplace is in the interest of all employees. Employees shall not be required to be exposed to hazardous conditions. Towards that end, NEA HIN (through NEA) will provide a workplace that is free of recognized health and safety hazards that are likely to cause harm.

Part A. GENERAL HEALTH AND SAFETY

Section 1.

- (a) Any information regarding the physical and/or mental condition of an employee shall be treated as confidential.
- (b) If information of the type referred to in subsection (a) is obtained which in the opinion of the NEA health services 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 HIN Executive Director and/or other appropriate NEA official(s). 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 health services, provided however, that the NEA HIN Executive Director and/or other appropriate NEA official(s) reserve the right to use said information as they deem necessary to best deal with the situation.

Section 2. NEA HIN (through NEA) shall maintain an up-to-date plan for evacuating NEA HIN offices in the event of a fire or other emergency. A copy of this plan shall be given to each employee.

Part B. ERGONOMICS

Section 1. NEA HIN shall address ergonomic issues by evaluating each workstation and providing appropriate equipment as necessary.

Section 2. Employees shall not be required as a normal practice to work at a computer workstation continuously for more than two hours.

Section 3. The Union and NEA HIN shall provide training in the prevention of musculo-skeletal disorders and in the proper use of necessary equipment upon request.

Article 41. PARKING/TRANSPORTATION BENEFIT

NEA HIN shall reimburse employees in pre-tax dollars up to the IRS maximum for parking and bus, subway, train or bicycle transportation.

Article 42. TECHNOLOGY BENEFIT

Employees are eligible to be reimbursed up to \$250.00 during the term of this Agreement for the purchase of business related technical equipment and/or for fees associated with the operation of such business related technical equipment (e.g. cellular telephone, internet, and/or on-line registration fees), subject to management approval. Management shall not withhold or deny approval of an expense to be incurred by an employee or timely reimbursement for an expense incurred by an employee without reasonable cause consistent with the intent of this Article.

Article 43. 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 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 unit. 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.

Article 44. 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 HIN 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 HIN's expense and distributed to each employee. Each employee hired thereafter also shall receive a copy. The Union shall be supplied with an additional ten (10) copies of this Agreement. Any subsequent revisions or amendments also shall be printed at NEA HIN's expense and distributed to each employee.

Article 45. DURATION

This Agreement shall be effective as of September 1, 2009, and shall continue in effect through August 31, 2012.

Article 46. UNION SOLIDARITY

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

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

Section 3. If a recognized staff organization of NEA or a state or local affiliate of NEA engages in a strike that is protected activity under the National Labor Relations Act (NLRA) 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 NLRA, 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 HIN 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 to provide such services any longer than is necessary to avoid prejudicing the interests of the members he/she is servicing.

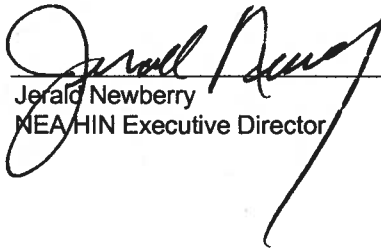
Section 5. Employees shall not be required to cross a striking union's picket line nor shall they be disciplined for refusing to cross such a picket line. To the extent necessary, an employee may use annual leave to avoid crossing a striking union's picket line.

Section 6. Employees will be permitted to participate in the NEA-NEASO "union fair" as described in Article 47 of the NEASO-NEA 2009-2012 Agreement. Employees will be provided with reasonable time off with pay for this purpose.

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

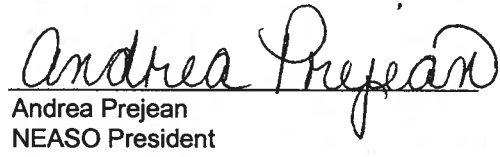
SIGNATURES TO AGREEMENT

For NEA HIN



Jerald Newberry
NEA HIN Executive Director

For NEASO



Andrea Prejean
NEASO President

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