

**ANA/WBNG-ASU AGREEMENT  
FEB. 15, 2009 – FEB. 15, 2011  
TABLE OF CONTENTS**

<b>PREAMBLE.....</b>	<b>5</b>
<b>ARTICLE 1. RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 2. TEMPORARY EMPLOYEES.....</b>	<b>5</b>
<b>ARTICLE 3. AMERICANS WITH DISABILITIES ACT .....</b>	<b>7</b>
<b>ARTICLE 4. NON-DISCRIMINATION.....</b>	<b>8</b>
<b>ARTICLE 5. NO STRIKE-NO LOCK OUT .....</b>	<b>8</b>
<b>ARTICLE 6. AGENCY SHOP .....</b>	<b>8</b>
<b>ARTICLE 7. UNION ACTIVITIES.....</b>	<b>10</b>
<b>7.1 <u>Bulletin Boards</u>.....</b>	<b>10</b>
<b>7.2 <u>Use of ANA E-Mail System for WBNG-ASU Purposes</u>.....</b>	<b>10</b>
<b>7.3 <u>Equipment and Supply Space for WBNG-ASU</u>.....</b>	<b>10</b>
<b>7.4 <u>Time Off to Vote in WBNG-ASU Elections</u> .....</b>	<b>11</b>
<b>7.5 <u>Time Off to Perform WBNG-ASU Work</u>.....</b>	<b>11</b>
<b>7.6 <u>Meetings</u> .....</b>	<b>12</b>
<b>7.7 <u>Union Orientation</u> .....</b>	<b>12</b>
<b>7.8 <u>Policies, Procedures and Work Rules</u>.....</b>	<b>12</b>
<b>7.9 <u>Contract Printing</u> .....</b>	<b>12</b>
<b>7.10 <u>Professional Union Days</u> .....</b>	<b>13</b>
<b>7.11 <u>WBNG-ASU Use of ANA Copy Machines</u> .....</b>	<b>13</b>
<b>ARTICLE 8. MANAGEMENT RIGHTS .....</b>	<b>13</b>
<b>ARTICLE 9. INDEMNIFICATION .....</b>	<b>13</b>
<b>ARTICLE 10. PERSONNEL RECORDS .....</b>	<b>14</b>
<b>ARTICLE 11. DIRECT DEPOSIT .....</b>	<b>14</b>
<b>ARTICLE 12. EMPLOYEE LOUNGE.....</b>	<b>14</b>
<b>ARTICLE 13. JOINT LABOR-MANAGEMENT COMMITTEES.....</b>	<b>15</b>
<b>ARTICLE 14. CROSS-UTILIZATION .....</b>	<b>15</b>
<b>ARTICLE 15. INAPPROPRIATE ASSIGNMENT OF TASKS .....</b>	<b>16</b>
<b>ARTICLE 16. WORK PLACE SEARCHES AND SURVEILLANCE .....</b>	<b>16</b>

<b>ARTICLE 17. HEALTH AND SAFETY .....</b>	<b>17</b>
17.1 <b><u>General Work Environment</u>.....</b>	<b>17</b>
17.2 <b><u>Air and Water Quality</u>.....</b>	<b>18</b>
17.3 <b><u>Security</u>.....</b>	<b>18</b>
17.4 <b><u>Ergonomics</u>.....</b>	<b>18</b>
17.5 <b><u>Health Room</u>.....</b>	<b>19</b>
17.6 <b><u>Health and Safety Education Materials</u> .....</b>	<b>19</b>
17.7 <b><u>Healthy Communications</u> .....</b>	<b>19</b>
17.8 <b><u>Time Lines</u>.....</b>	<b>20</b>
<b>ARTICLE 18. OUTSIDE ACTIVITIES AND EMPLOYMENT.....</b>	<b>20</b>
<b>ARTICLE 19. HONORARIA.....</b>	<b>20</b>
19.1 <b><u>Work-Related Engagements</u> .....</b>	<b>20</b>
19.2 <b><u>Non Work-Related Engagements</u> .....</b>	<b>21</b>
19.3 <b><u>Vendors or Suppliers</u> .....</b>	<b>21</b>
<b>ARTICLE 20. RESIGNATIONS.....</b>	<b>21</b>
<b>ARTICLE 21. ORIENTATION .....</b>	<b>22</b>
<b>ARTICLE 22. PROBATIONARY PERIOD.....</b>	<b>22</b>
<b>ARTICLE 23. WORK SCHEDULES .....</b>	<b>23</b>
<b>ARTICLE 24. WORKLOAD .....</b>	<b>27</b>
<b>ARTICLE 25. TIMEKEEPING .....</b>	<b>27</b>
<b>ARTICLE 26. SENIORITY.....</b>	<b>27</b>
<b>ARTICLE 27. JOB VACANCIES AND TRANSFERS.....</b>	<b>29</b>
<b>ARTICLE 28. JOB SHARE .....</b>	<b>32</b>
<b>ARTICLE 29. SUBCONTRACTING .....</b>	<b>32</b>
<b>ARTICLE 30. PERFORMANCE EVALUATIONS.....</b>	<b>33</b>
<b>ARTICLE 31. DISCIPLINE.....</b>	<b>34</b>
<b>ARTICLE 32. GRIEVANCE PROCEDURE .....</b>	<b>35</b>
32.1 <b><u>Grievance Defined</u>.....</b>	<b>35</b>
32.2 <b><u>Policy</u> .....</b>	<b>35</b>
32.3 <b><u>Procedure</u> .....</b>	<b>36</b>
<b>ARTICLE 33. LAYOFF AND RECALL .....</b>	<b>38</b>
33.2 <b><u>Layoff</u> .....</b>	<b>39</b>

33.3	<u>Bumping</u> .....	39
33.4	<u>Reduction in Hours</u> .....	39
33.5	<u>Recall</u> .....	40
<b>ARTICLE 34. SEVERANCE AND OUT-PLACEMENT COUNSELING</b> .....		<b>41</b>
34.1	<u>Severance</u> .....	41
34.2	<u>Out-Placement Counseling</u> .....	42
<b>ARTICLE 35. AUTHORIZED LEAVE</b> .....		<b>42</b>
35.1	<u>General</u> .....	42
35.2	<u>Vacation</u> .....	43
35.3	<u>Sick Leave</u> .....	45
a.	<u>Policy</u> .....	45
b.	<u>Accrual</u> .....	45
c.	<u>Accumulation</u> .....	45
d.	<u>Notice</u> .....	45
e.	<u>Documentation</u> .....	45
f.	<u>Use</u> .....	46
g.	<u>Exhaustion of Sick Leave</u> .....	47
h.	<u>Sick Bank</u> .....	47
35.4	<u>Jury Duty</u> .....	48
35.5	<u>Bereavement Leave</u> .....	48
35.6	<u>Military Leave</u> .....	48
35.7	<u>Family or Medical Leave</u> .....	50
35.8	<u>Sabbatical Leave</u> .....	51
35.9	<u>Leave of Absence</u> .....	52
35.10	<u>Administrative Leave</u> .....	52
<b>ARTICLE 36. HOLIDAYS</b> .....		<b>53</b>
<b>ARTICLE 37. COMPENSATION</b> .....		<b>53</b>
37.1	<u>Wages</u> .....	53
37.2	<u>Overtime for Non-Exempt Employees</u> .....	53
37.3	<u>Compensatory Time for Non-Exempt Employees</u> .....	54
37.4	<u>Shift Differential for Non-Exempt Employees</u> .....	54
37.5	<u>Travel Time by Non-Exempt Employees</u> .....	54
37.6	<u>Weekend and Holiday Work</u> .....	55
<b>ARTICLE 38. COMPENSATION COMMITTEE</b> .....		<b>56</b>
38.1	<b>SALARY ADMINISTRATION POLICIES</b> .....	56
<b>ARTICLE 39. ON CALL</b> .....		<b>59</b>
<b>ARTICLE 40. TRAVEL AND BUSINESS EXPENSES</b> .....		<b>60</b>
40.3	<u>Travel Advances</u> .....	60
40.4	<u>Request for Reimbursement</u> .....	60
40.5	<u>Travel and Accident Insurance</u> .....	60
40.6	<u>Lodging</u> .....	61
40.7	<u>Telephone Charges</u> .....	61

40.8	<u>Miscellaneous</u>	61
40.9	<u>Per diem</u>	61
40.10	<u>Local Travel</u>	61
40.11	<u>Business Meals and Entertainment</u>	62
40.13	<u>Transportation</u>	62
40.14	<u>Credit Cards</u>	63
<b>ARTICLE 41. MOVING EXPENSES</b>		<b>63</b>
41.2	<u>Travel</u>	63
41.3	<u>Moving and Storage Expenses</u>	64
<b>ARTICLE 42. INSURANCE</b>		<b>64</b>
42.1	<u>Health Insurance</u>	64
42.2	<u>Life Insurance</u>	67
42.3	<u>Long-Term Disability Insurance</u>	67
42.4	<u>Flexible Spending Accounts</u>	68
42.5	<u>Employee Benefits Education</u>	68
<b>ARTICLE 43. PENSIONS</b>		<b>68</b>
43.3	<u>Retirement Plan</u>	68
43.4	<u>401(k) Plan</u>	69
<b>ARTICLE 44. EMPLOYEE ASSISTANCE PROGRAM</b>		<b>70</b>
<b>ARTICLE 45. EDUCATION</b>		<b>71</b>
45.2	<u>In-service Training</u>	71
45.3	<u>Cross-Training</u>	71
45.4	<u>Career Development</u>	71
45.5	<u>Tuition Assistance</u>	72
<b>ARTICLE 46. INTERNAL AFFAIRS</b>		<b>73</b>
<b>ARTICLE 47. ALTERATION/WAIVER OF AGREEMENT</b>		<b>73</b>
<b>ARTICLE 48. SUCCESSORS AND ASSIGNS</b>		<b>74</b>
<b>ARTICLE 49. METROCHEK AND PARKING</b>		<b>74</b>
<b>ARTICLE 50. DURATION</b>		<b>74</b>
<b>APPENDIX A. WBNG-ASU/ANA AGREEMENT ON FIELD STAFF</b>		<b>75</b>
<b>APPENDIX B. SALARY SCALE</b>		<b>78</b>
<b>APPENDIX C. ALTERNATE WORK SCHEDULE FORMS</b>		<b>79</b>

## **PREAMBLE**

In the interest of establishing an optimal workplace, both parties will strive to conduct themselves with mutual respect when implementing this contract.

ANA and Association Staff Union, a unit of the Washington-Baltimore Newspaper Guild, Local 32035, The Newspaper Guild-Communications Workers of America, AFL-CIO, CLC (WBNG-ASU) recognize the desirability of the employee's participation in decisions affecting quality of work life.

ANA recognizes the importance of managers, directors and supervisors being well-trained in the areas of staff development, performance, disciplinary procedures, evaluation and other personnel areas affecting employees.

## **ARTICLE 1. RECOGNITION**

- 1.1 ANA recognizes WBNG-ASU as the exclusive bargaining representative for all regular full-time, regular part-time employees, and temporary employees as provided in article 2.
- 1.2 The bargaining unit will not include:
  - a. supervisors as defined by the National Labor Relations Act;
  - b. managerial employees as defined by the National Labor Relations Act;
  - c. confidential employees as defined by the National Labor Relations Act;
  - d. temporary employees, except as provided in Article 2 (Temporary Employees) of this Agreement;
  - e. employees funded exclusively by grants;
  - f. interns.
- 1.3 As used in this Agreement, the term employee means employee in the WBNG-ASU bargaining unit, and position means a position within the WBNG-ASU bargaining unit.

## **ARTICLE 2. TEMPORARY EMPLOYEES**

- 2.1 A temporary employee is an individual hired through an outside employer ("outside temporary employee") or directly by ANA ("direct hire temporary employee") to fill a temporary operational need.
- 2.2 Temporary positions filled by temporary employees need not be posted.

- 2.3 If ANA converts a temporary position to a regular position, the position will be posted and filled in accordance with Article 27 (Job Vacancies and Transfers).
- 2.4 ANA will not employ any temporary employee in a particular position to perform bargaining unit work for more than thirty (30) days if there is any bargaining unit employee on layoff who is qualified with a reasonable period of training to perform the work in question.
- 2.5 Any bargaining unit employee who has received notice of a layoff will have the right to displace any temporary employee who is performing bargaining unit work that the bargaining unit employee is qualified to perform. Laid off employees with recall rights will be offered temporary assignments before such assignments are performed through an outside employer.
- If laid off employees with recall rights turn down the offer of a temporary assignment(s), then ANA could use outside employers to fill the temporary position. Should the laid off employee with recall rights accept the temporary assignment then the laid off employee with recall rights will be paid at the rate of pay designated by ANA for the temporary position.
- Laid off employees with recall rights are not eligible for benefits under these circumstances.
- 2.6 If a temporary employee bids into any regular position, he or she shall serve the probationary period for a new regular employee under Article 22 (Probationary Period). That probationary period shall begin upon the employee's assuming the regular position.

### **Outside temporary employees**

- 2.7 ANA may hire an outside temporary employee for not longer than five (5) months. Outside temporary employees shall not be included in the bargaining unit.
- 2.8 Any time ANA utilizes an outside temporary employee, at the end of the five (5) month period specified in section 2.7, above, ANA will (1) fill the position with a regular employee, (2) abolish the position, (3) leave the position vacant, or (4) ask WBNG-ASU for an extension of the outside temporary employee in accordance with Section 2.10, below. ANA will notify WBNG-ASU of its intention no later than the end of the fourth (4th) month.
- 2.9 Where an outside temporary employee is hired to replace an employee who is on medical leave that goes beyond five (5) months or on an unpaid leave of absence under Section 35.9 of this Agreement, ANA may retain the outside temporary employee as an outside temporary employee until the end of the leave.
- 2.10.1 The five (5) month period specified in section 2.7, above, also can be extended in other circumstances by mutual agreement of ANA and WBNG-ASU. Any ANA request will be made in writing to the Unit Chair and the Local at least two (2) weeks prior to the end of the five (5) month period. Agreement will not be unreasonably withheld.

### **Direct hire temporary employees**

- 2.11 ANA may hire direct hire temporary employees for no longer than twelve (12) months. Such employees shall not be included in the bargaining unit for the first three (3) months of consecutive employment and are not covered by the terms and conditions of this Agreement. If these

employees are employed beyond three (3) months, they shall be covered by the terms and conditions of this Agreement except as otherwise provided in this Agreement.

- 2.12 Any time ANA utilizes a direct hire temporary employee, at the end of nine (9) months, ANA will notify WBNG-ASU whether at or before the end of the twelve (12) months it will (1) fill the position with a regular employee, (2) abolish the position, or (3) leave the position vacant.
- 2.13 If ANA continues the employment of a direct hire temporary employee beyond three (3) months, the following subsections shall apply beginning with the fourth (4<sup>th</sup>) month:
- a. Seniority shall begin to accrue with the fourth (4<sup>th</sup>) month of employment.
  - b. Direct hire temporary employees shall accrue one (1) day of paid sick leave for each month of service thereafter. Doctor appointments shall be charged to sick leave.
  - c. Except as otherwise required by law, the only sections of Article 35 (Authorized Leave) that apply to direct hire temporary employees are sections 35.1.c-f; 35.3a-f; 35.5; and 35.10.
  - d. Direct hire temporary employees are not covered by Article 23 (Work Schedules) sections 23.3, 23.4, 23.5, and 23.6; Article 28 (Job Share); Article 30 (Performance Evaluations); Article 33 (Layoff); Article 34 (Severance and Out-Placement Counseling); Article 41 (Moving Expenses); Article 42 (Insurance) except that direct hire temporary employees may elect single health insurance coverage, and shall pay fifty percent (50%) of the premium; Article 43 (Pensions); Article 44 (Employee Assistance Plan); Article 45 (Education); Article 49 (MetroChek); and Appendix A (Agreement on Field Staff).
  - e. The grievance but not the arbitration provisions of this Agreement apply to direct hire temporary employees. Just cause does not apply to the discipline or discharge of direct hire temporary employees.

### **ARTICLE 3. AMERICANS WITH DISABILITIES ACT**

ANA will work to reasonably accommodate employees with regard to a disability covered by the Americans with Disabilities Act (ADA). Reasonable accommodations will be considered on a case-by-case basis. ANA will notify WBNG-ASU of any substantial change in a job and of any transfer of job duties from one to another as a result of the accommodation. ANA will not disclose to WBNG-ASU, without the written consent of the employee requesting the accommodation, any medical information about that employee. Accommodations are grievable through Step 3 of the grievance procedure set forth in Article 32 (Grievance Procedure), but are not subject to arbitration.

## **ARTICLE 4. NON-DISCRIMINATION**

ANA will not discriminate against employees on the basis of race, color, religion, sex, national origin, age, political affiliation, disability, sexual orientation, marital status, status as a Vietnam era veteran or special disabled veteran, or participation in union activities.

## **ARTICLE 5. NO STRIKE-NO LOCK OUT**

- 5.1 WBNG-ASU, its officers, and each of the employees covered by this Agreement, agree that during the term of this Agreement, they will not participate in and/or encourage any strike, stoppage of work, boycott, picketing, hand-billing other than WBNG-ASU members, or any other type of interference against ANA. This commitment does not apply to activities engaged in by employees as part of their ANA work assignments.
- 5.2 If any employee or group of employees represented by WBNG-ASU violates Section 5.1, above, WBNG-ASU, through its officers, will promptly notify ANA and the employee(s) in writing of its disapproval of the violation and will instruct the employee(s) to cease the violation immediately.
- 5.3 ANA has the right, consistent with Article 31 (Discipline) of this Agreement, to discipline or discharge any employee(s) participating in and/or encouraging conduct in violation of the prohibitions contained in Section 5.1.
- 5.4 ANA agrees that during the term of this Agreement, it will not lock out its employees covered by this Agreement. Reductions in force or partial or complete cessation of operations due to lack of work or other business reasons will not be construed as a lockout.
- 5.5 No employee will be required to violate the April 9, 1988 Board Policy Statement, or any subsequent modifications thereof that are in keeping with the intent of that policy statement regarding strike activity.

## **ARTICLE 6. AGENCY SHOP**

- 6.1 All present employees covered by this Agreement, on and after thirty (30) days from the effective date of this Agreement, and employees employed after signing of this Agreement, on and after thirty (30) days from the date of their employment, as a condition of continued employment, will either:
  - a. become and remain members of WBNG-ASU during the term of this Agreement and pay to WBNG-ASU the periodic dues and fees uniformly required by WBNG-ASU as a condition of retaining membership; or
  - b. pay to WBNG-ASU, for the term of this Agreement, a service charge, in the same amount and payable at the same time as WBNG-ASU's dues and initiation fees, as an agency fee

which is a contribution toward the administration of this Agreement and the representation of employees.

- 6.2 WBNG-ASU will comply with all legal requirements in implementing and enforcing the provisions of this Article.
- 6.3 In the event any employee fails to tender pursuant to Section 6.1 .a, above, periodic dues or fees to WBNG-ASU, or a service charge to WBNG-ASU, WBNG-ASU will give notice thereof in writing to ANA requesting the discharge of such employee. ANA will notify the employee of the receipt of such letter, and if the employee does not tender his/her dues, fees or amounts equal thereto within ten (10) work days after service of notice to the employee, ANA will be required to discharge the employee upon the written request of WBNG-ASU.
- 6.4 Upon receipt of an employee's voluntary written assignment and authorization, ANA will deduct from the earnings of such employee and pay to WBNG-ASU, not later than five (5) work days following a regular payday, WBNG-ASU membership dues or the service charge. The amount of membership dues or service charge so deducted, will be in accordance with the WBNG-ASU schedule of dues amounts, by employee, furnished to ANA by WBNG-ASU.
- 6.5 The employee's written assignment and authorization will be made upon the following form:

#### **Assignment and Authorization**

I hereby assign to the Association Staff Union, a unit of the Washington-Baltimore Newspaper Guild, Local 32035, The Newspaper Guild-Communications Workers of America, AFL-CIO, CLC (WBNG-ASU), and authorize the American Nurses Association (ANA) to deduct from the wages earned by me as an employee of ANA: (1) WBNG-ASU Member: all my WBNG-ASU membership dues and membership assessments; or (2) Agency Fee: an amount equal to WBNG-ASU membership dues, each in an amount certified by the Treasurer of WBNG-ASU. I further authorize and request ANA to remit the amount as deducted in membership dues or agency fee to WBNG-ASU not later than five (5) work days following a regular payday. The assignment and authorization will be irrevocable for one (1) year from date of this assignment and authorization or upon the termination date of collective bargaining agreement between WBNG-ASU and ANA, whichever date is sooner. The assignment will renew automatically with the same irrevocability for successive like periods, unless terminated by me in writing within ten (10) days prior to the expiration of any irrevocable period. Such written termination will be effectuated by certified mail to ANA and WBNG-ASU.

- 6.6 WBNG-ASU will indemnify ANA and hold it harmless against all suits, claims, and liability that arise out of any action taken by ANA in connection with this Article, including any attorney's fees and costs incurred by ANA in defending, through counsel of ANA's choosing, against such suits and claims.
- 6.7 ANA will provide bi-weekly to WBNG-ASU a list of employees who have left and newly hired employees. For newly hired employees, the list will include employment date, pay level, hire rate, job classification, and area of assignment. For departed employees, the list will include departure date, job classification, reason for departure, i.e. retirement, failed probation, etc. and area of assignment.

- 6.8 ANA will provide WBNG-ASU on a quarterly basis with a seniority list which will include employment date, pay level, annualized base wages, job classification, department, and where different from employment date, seniority date. ANA will post the seniority list minus the salary on the bulletin board for ten (10) work days.
- 6.9 With each dues or agency fee check, ANA will provide WBNG-ASU with a list of all employees whose deductions have been made that payroll period. The list will include each employee's annualized base wages and the amount deducted.

## **ARTICLE 7. UNION ACTIVITIES**

### **7.1 Bulletin Boards**

ANA agrees to provide one standard-size, locked bulletin board on each floor at a mutually agreed-upon location to be used by WBNG-ASU for official union notices. A designated WBNG-ASU representative will be responsible for posting material submitted by WBNG-ASU, a copy of which will be furnished to ANA at the time of posting.

### **7.2 Use of ANA E-Mail System for WBNG-ASU Purposes**

WBNG-ASU may use the ANA E-Mail system for notification of WBNG-ASU meetings. Whenever possible, persons listed in the address will be confined to those who need to attend the meeting. However, the all-staff bulletin board may be used to announce meetings where general WBNG-ASU attendance is requested.

ANA agrees to establish and maintain an E-mail public group consisting of current bargaining unit members. ANA agrees to update the E-mail public group at least monthly. WBNG-ASU agrees to review the E-mail public group at least monthly and report errors to Human Resources. However, this provision will be exempt from the grievance procedure.

### **7.3 Equipment and Supply Space for WBNG-ASU**

- a. ANA will provide WBNG-ASU with Secure (locked) Equipment and Supply Space for WBNG-ASU supplies, locked file cabinets, a fax machine, a laptop computer, a printer and/or a copier. WBNG-ASU may have a separate phone line(s) for its phone and equipment and will incur the cost of installation and of all phone line charges. WBNG-ASU will be responsible for maintenance of its equipment. WBNG-ASU will not have locked file cabinets at any other ANA location.
- b. ANA will provide a lock for the existing office of one (1) WBNG-ASU officer, to be locked when WBNG-ASU is conducting business during non-work time, including lunch hours.
- c. The locks for the secure equipment space and for the officer's office will be keyed to the property management/ANA master key to ensure compliance with property management rules and regulations.

- d. WBNG-ASU will coordinate with ANA movement of equipment and installation of phone lines to ensure compliance with property management rules and regulations.
- e. ANA maintains rights to access and manage the secure equipment space, including housekeeping and engineering maintenance.
- f. In the event ANA relocates its offices, it will discuss similar arrangements with WBNG-ASU.

#### 7.4 Time Off to Vote in WBNG-ASU Elections

Each WBNG-ASU member will receive a reasonable amount of time off without reduction in pay to vote in WBNG-ASU elections and ratification. WBNG-ASU will give ANA reasonable advance notice of such voting and will work with ANA to establish mutually agreeable locations and hours for voting.

#### 7.5 Time Off to Perform WBNG-ASU Work

- a. WBNG-ASU representatives will be allowed reasonable time with pay to attend grievance hearings and arbitration hearings. No more than two (2) WBNG-ASU representatives will be allowed time with pay for each grievance meeting and no more than two (2) WBNG-ASU representatives will be allowed time with pay for each arbitration hearing. ANA may grant additional time with pay for union and labor management activities as it deems appropriate and will consider WBNG-ASU requests for paid leave to participate in negotiations. WBNG-ASU/ANA contract negotiations shall be done at least 50% during normal business hours. No two bargaining unit team members from the same work area may participate in negotiations at the same time unless they obtain prior approval from their supervisor. Under no circumstances will WBNG-ASU bargaining team members be paid overtime for negotiations.
- b. In the event an employee is elected to an office within WBNG-ASU, TNG or CWA, this shall be good and sufficient cause for a full-time consecutive leave of absence of up to twelve (12) months. Such leave shall be unpaid. ANA will not be required to provide any benefits during the leave, and such leave shall be available to only one (1) employee at any given time. During the leave, ANA has the right to have all or some of the employee's duties performed by a temporary employee, a contract employee or a consultant. ANA will consider a request to extend the leave. If the extension is granted, ANA has the right to post and fill the position. If the employee seeks to return to ANA at the end of the leave, he or she will be returned to his or her former position if vacant or to a comparable vacancy if one exists. If no comparable vacancy exists, except for Article 33.5 (Recall), Article 33 (Layoff and Recall) and Article 34 (Severance and Out-Placement Counseling) shall not apply.
- c. WBNG-ASU will maintain records of union leave used and will make those records available to ANA upon request.

- d. Each WBNG-ASU representative will function with the least possible interference with or interruption of his or her regular duties, and will advise her or his direct supervisor in advance of any anticipated union duties. In the event that union duties will interfere substantially with the representative's regular duties, the supervisor has the authority to require that the regular work be done in place of the union duties, and the supervisor will give the WBNG-ASU representative reasonable notice of any such decision.

## 7.6 Meetings

Subject to availability, ANA will provide space without charge and access to the telephone conferencing system with charge for WBNG-ASU meetings related to collective bargaining and contract administration, to be held during non-working hours and/or lunch time in accordance with current ANA policy and procedures. Monthly conference calls must be arranged through ANA's Human Resources Department. In addition, ANA will provide space without charge and access to the telephone conferencing system with charge for WBNG-ASU sponsored training during lunch time or after normal business hours. Without prior written approval of ANA, such training will take place no more than once per month. ANA business will take priority over meetings and trainings under this section. WBNG-ASU meetings must be scheduled around ANA meetings, and will not be scheduled so as to impose additional operational costs on ANA. WBNG-ASU will be responsible for setting up the meeting room and returning it to the condition it was in prior to the meeting or training. If a meeting or training under this section is held after normal working hours or on a weekend or holiday, WBNG-ASU will pay for heat or air conditioning, and any other costs that ANA otherwise would not have incurred, and will be responsible for security. WBNG-ASU will notify ANA at the time it schedules any meeting or training under this Section. WBNG-ASU will be permitted to bring field staff, subject to operational needs, in for each meeting or training via telephone.

## 7.7 Union Orientation

As provided in Article 21 (Orientation), ANA will allow sixty (60) minutes for union orientation by WBNG-ASU for each new hire in the bargaining unit. All WBNG-ASU bargaining unit members will be scheduled for orientation within four (4) weeks of hire date. If new hires miss the orientation, they will participate in the next regularly scheduled orientation.

## 7.8 Policies, Procedures and Work Rules

ANA will notify WBNG-ASU for informational purposes of any new policies, procedures or work rules a minimum of fifteen (15) days before implementation. Upon request of either party, the issue will be discussed by ANA and WBNG-ASU within the fifteen (15) day period.

In any event, however, ANA has the right to implement the policy, procedure or work rule at the end of the 15-day period. This provision is not intended to waive either party's rights under the law.

## 7.9 Contract Printing

ANA and WBNG-ASU will share the cost of printing the contract at a union-shop printer. ANA and WBNG-ASU agree to furnish one another the contract by computer disk or e-mail.

#### 7.10 Professional Union Days

ANA will make efforts to accommodate requests from WBNG-ASU representatives to use up to three (3) non-consecutive days of the representative's educational leave for the purpose of attending meetings, classes, or training on union activities. The cost of any such meetings, classes or training will be borne by the employee and/or WBNG-ASU. WBNG-ASU will consult with ANA before scheduling such meetings, classes and training.

#### 7.11 WBNG-ASU Use of ANA Copy Machines

WBNG-ASU will be entitled to use ANA convenience copiers for up to 100 copies per month with no charge. ANA will bill WBNG-ASU for copies in excess of 100 per month, at the rate ANA charges its departments.

### **ARTICLE 8. MANAGEMENT RIGHTS**

All management functions, rights and responsibilities that have not been modified or restricted by a specific provision of this Agreement are retained and vested exclusively in ANA, including but not limited to the exclusive right to manage, operate and administer the business and operations of ANA; to determine the nature, scope and structure of ANA's operations; to hire, fire, discipline, lay off, promote, demote, schedule, evaluate, and transfer employees; to assign, subcontract and out-source work, subject to the provisions of Article 29 (Subcontracting) of this Agreement; to determine job content; to determine the methods by which work is to be performed; to establish and to eliminate job functions and classifications; to inaugurate, evaluate, and to discontinue programs and services; and to establish, modify, maintain and enforce work rules.

### **ARTICLE 9. INDEMNIFICATION**

- 9.1 Except as provided below, ANA agrees to defend with representatives of its choosing and to save harmless and indemnify all current and former employees, to the fullest extent allowed by law, against any unintentional tort or duty of fair representation claim or demand, whether groundless or otherwise, arising out of an alleged act or omission of the employee within the scope of the employee's employment, except for acts or omissions that constitute willful neglect of duty, gross negligence, gross irresponsibility, malfeasance, criminal activity, and/or intentional or willful breach of the duty of fair representation. This indemnification does not include any claims or demands arising out of automobile accidents.
- 9.2 ANA will have complete and exclusive authority to direct and control any defense of such claim or demand, including the exclusive right to negotiate and agree to any settlement. The employee's failure to agree to any such settlement and/or failure to take the necessary steps to accomplish, effectuate and/or comply with the settlement will immediately terminate ANA's obligations under this Article.
- 9.3 This indemnification is conditioned upon the employee's providing ANA with (a) prompt notification of any claim or demand and of any incident that could reasonably lead to a claim or

demand, (b) complete disclosure of information requested by ANA and (c) complete cooperation in the defense of the claim or demand. The employee's failure to fully provide such notification, disclosure and/or cooperation will immediately terminate ANA's obligations under this Article. With the employee's consent, ANA will provide notice to WBNG-ASU of any such claim or demand, and identify the employee involved.

## **ARTICLE 10. PERSONNEL RECORDS**

- 10.1 A personnel file will be maintained in the Human Resources office for each employee.
- 10.2 Each employee will have access to his or her personnel file during normal work hours, and will be provided with copies of the contents therein upon request. Such access will take place in the presence of a Human Resources Representative. Copies of written discipline will automatically be placed in the employee's personnel file. ANA will notify the employee in writing of any other performance related documents placed in the personnel file. The employee will be entitled to respond, in writing, to any item placed in his or her personnel file, and the response will also be placed in the personnel file. If the item to which the response is submitted is removed, then the response will be removed.

## **ARTICLE 11. DIRECT DEPOSIT**

Employees may at their option elect to have direct deposits made to the financial institution of their choice. The financial institution must be a member of the Federal Reserve System.

## **ARTICLE 12. EMPLOYEE LOUNGE**

- 12.1 ANA will provide at its headquarters site in Silver Spring, a properly furnished and equipped area for staff use during breaks and meals. The area should be equipped with the following: tables, chairs, microwave, vending and beverage machine (to the extent permitted by the lease), refrigerator, ice machine, coffee, tea, condiments and an area for the cleaning of utensils. This room will be available at all times to employees and all other staff for their use. No scheduled meetings are to be held in this room. ANA will provide a first aid kit in the employee lounge, and Human Resources will be responsible for keeping it stocked. The kit will be checked at least monthly by a designated WBNG-ASU representative who will report any need to replenish supplies to Human Resources.
- 12.2 ANA will provide a staff lounge at the ANA Quadrennial Meeting, ANA House of Delegates (HOD) and the ANCC Magnet Conference(s), under the following terms:
- a. A staff lounge will be provided in as close as possible to main traffic area.
    1. The staff lounge will remain closed and locked at all times.

2. Where available, staff will be given an access code. If none is available, keys or key cards will be available to staff in the headquarters office for access to the staff lounge.
- b. Every effort will be made to negotiate as part of the contract, the presence of a refrigerator and microwave in the staff lounge for staff use only.
  1. The ANA and facility cannot assume responsibility for items placed in the refrigerator or lounge.
- c. Regular and nutritional snacks and beverages will be provided during the meeting days for staff in the staff lounge and/or the Headquarters Office.
- d. The cost of snacks and beverages will not be deducted from the per diem.

### **ARTICLE 13. JOINT LABOR-MANAGEMENT COMMITTEES**

- 13.1 ANA and WBNG-ASU agree to maintain a Joint Labor-Management Committee. The committee will consist of no fewer than two (2) and no more than four (4) representatives designated equally by each party. Meetings of the Joint Labor-Management Committee will be held on work time. All managers and employees covered by the collective bargaining agreement and a representative of WBNG staff will be considered eligible for membership on the Joint Labor-Management Committee.
- 13.2 The joint Labor-Management Committee will consider matters raised by either party including interpretation and application of this Agreement, and interpretation and application of ANA rules, regulations and policies. In addition, the Committee may deal directly with or may create subcommittees to deal with labor-management initiatives and workplace issues including, for example, working conditions, training and health and safety. The committee will determine the appropriate size of the subcommittees, taking account of workability and manageability. ANA and WBNG-ASU will each choose fifty (50) percent of the subcommittee membership.
- 13.3 ANA and WBNG-ASU agree to maintain a Joint Labor-Management Compensation Committee. The Compensation Committee will consist of six (6) members, with ANA and WBNG-ASU each designating three (3) representatives. Meetings of the Compensation Committee will be held on work time. By mutual agreement, issues discussed in the Labor Management meetings will be assigned a reasonable time-frame for future review and discussion.
- 13.4 ANA and WBNG-ASU agree to establish a joint labor-management health and safety committee to, within reason, address health and safety issues, develop health and safety education programs, coordinate health room and make health and safety recommendations and revisions to labor-management committee for implementation.

### **ARTICLE 14. CROSS-UTILIZATION**

- 14.1 Strategic planning for staffing utilization is encouraged to plan effectively to cover peak ANA activities such as House of Delegates meetings.

- 14.2 Prior to an employee's being assigned to assist with another department's workload, the employee's supervisor/manager will clearly define time lines and project quality control expectations with the employee prior to beginning the work on behalf of another department. WBNG-ASU will be notified in writing of each instance of cross-utilization of more than three (3) consecutive days.
- 14.3 Orientation/training related to the new assignments will be provided prior to starting the task.
- 14.4 Any concerns the employee has that arise from an impact on achieving consistency of performance in reaching the employee's regular department goals will be clarified with the supervisor/manager and will be recognized in the employee's performance evaluation.
- 14.5 Deadline extensions necessitated by cross-utilization assignments will be approved as appropriate.

### **ARTICLE 15. INAPPROPRIATE ASSIGNMENT OF TASKS**

The assignment of personal tasks to employees is prohibited.

### **ARTICLE 16. WORK PLACE SEARCHES AND SURVEILLANCE**

- 16.1 ANA will not engage in the monitoring or searches of computer files, files, desks, lockers, or other office equipment for personal, non-ANA materials, except as provided in Section 16.2 below. ANA will not engage in the monitoring or searches of electronic mail, voice mail or other networking communications for any purpose, except as provided in Section 16.2 below. It is understood that employees who will be out of the office one or more working days will leave an appropriate message on his or her voice mail which informs the caller of the employee's absence and directs the caller. In addition, an employee who is out of the office for work-related reasons will check his or her voice mail regularly for work-related messages.
- 16.2 ANA may monitor and/or search computer files, files, desks, lockers, office equipment, voice mail, electronic mail or other networking communications, when:
  - a. an employee is reasonably suspected of theft;
  - b. the monitoring and/or search is necessary to resolve a technical problem or to assess technical resources;
  - c. an employee has been disciplined for, or is reasonably suspected of, abuse of the system or equipment which is the subject of the monitoring and/or search;
  - d. the monitoring and/or search is undertaken with the object of preventing and/or investigating theft by internal and/or external parties;

- e. the monitoring and/or search is undertaken in cooperation with law enforcement officials engaged in an investigation;
  - f. ANA has a reasonable suspicion that ANA security has been violated;
  - g. ANA has a compelling need to retrieve or ascertain information and the employee is not reasonably available; and/or
  - h. ANA is monitoring employee compliance with Section 16.4 of this Article.
- 16.3 All searches conducted pursuant to Section 16.2 will be handled reasonably and without undue embarrassment. Searches will be conducted as confidentially as reasonably possible under the particular circumstances presented. At least one WBNG-ASU representative and one ANA Representative will be present at any search where the purpose of the search is to investigate possible misconduct on the part of an employee. ANA will inform any employee who has been searched of the fact of the search, except when in ANA's judgment to do so would compromise the investigation.
- 16.4 Employees may make a reasonable number of local calls of reasonable length.

## **ARTICLE 17. HEALTH AND SAFETY**

### 17.1 General Work Environment

- a. ANA and WBNG-ASU agree that a safe, healthful, and smoke free workplace is in the interest of all employees and other staff. Toward that end, ANA and all employees will take reasonable steps to have a safe and healthful workplace free from recognized hazards.
- b. Employees will promptly report to ANA any hazard or potential hazard.
- c. ANA will comply with all applicable local, state and federal health and safety laws and regulations. Any claim that ANA has violated this provision will be subject to steps one to three of the grievance procedure set forth in Article 32 (Grievance Procedure), but will not be subject to arbitration.
- d. Where specific laws or standards do not exist, ANA will take reasonable steps to ensure appropriate working conditions and to provide for appropriate standards of workplace sanitation, ventilation, cleanliness, light, noise control, heating, air conditioning and air flow.
- e. Remedies to problems will not be arbitrarily limited to one group of employees.
- f. ANA will make reasonable arrangements for employees who provide medical documentation of sensitivity to fresh paint and new carpet odors.
- g. Grade and seniority within the department will be considered in assigning bargaining unit work locations.

## 17.2 Air and Water Quality

- a. WBNG-ASU may petition ANA to test the air and/or water quality at ANA headquarters if there are reasonable requests from employees. The persons or companies investigating the problem should be qualified to perform such work. The Health and Safety Committee will evaluate the testing of air and water quality.
- b. If conditions leading to detrimental health effects exist, ANA and WBNG-ASU will work with building management to accomplish appropriate remediation.

## 17.3 Security

- a. In an effort to provide a secure workplace, ANA will maintain a controlled access environment. It will provide all employees and temporary employees who work at ANA for more than one (1) week with photo identification. Temporary employees who work for less than one (1) week will be provided with identification badges.
- b. All employees and all temporary employees are required to wear or carry their identification with them at all times while on ANA premises.
- c. Employees shall pay the actual replacement costs for photo identification.
- d. ANA will collect security cards and any and all ANA employee identification from all staff including employees, temporary employees, project employees and or consultants upon completion of employment/assignments.
- e. WBNG-ASU and all employees are encouraged to report to ANA and building security, as appropriate, any known security threats. ANA will continue to inform WBNG-ASU and employees of any known security threats in the general ANA area, and will work with building management to address any threats in the building.

## 17.4 Ergonomics

### a. Workstations

ANA will evaluate work stations assigned to employees and other work areas within one hundred twenty (120) days of a work station change, unless there are compelling reasons to do otherwise, attempt to reasonably adapt the work station to the employee by providing appropriate equipment and accessories, including telephone headsets as appropriate.

### b. Computer Screen

1. 'Computer Screen,' refers to a word processor or computer terminal which displays information on a television-like screen.

2. ANA agrees to have each computer screen properly serviced at least yearly by qualified technicians who may be members of ANA staff. A record of maintenance on each machine will be maintained and made available to WBNG-ASU upon

request.

3. If any employee is assigned to work on a computer screen which he or she believes has an out-of-focus display screen, the employee will report it to the Help Desk. If the Director, Office of Technology or his or her designee agrees that it is out of focus, the employee will not be required to continue to work on that machine. ANA will arrange for service personnel to repair or return the machine to working condition as soon as possible. If necessary, ANA will replace the machine on a temporary or permanent basis.

4. Where appropriate, a computer screen will be equipped with a shield designed to reduce glare.

5. Employees will not be required as a normal practice to work on a computer screen continuously for more than two (2) hours without a break from working on a computer screen.

#### 17.5 Health Room

- a. ANA will maintain a health room open during normal business hours and accessible to all employees and other staff. Employees and other staff may use the health room to recuperate in the event of illness. Appropriate health facilities at work sites other than headquarters will be addressed by the joint labor-management health and safety subcommittee.
- b. The health room will be cleaned weekly.
- c. ANA will provide a first aid kit in the health room, and Human Resources will be responsible for keeping it stocked. The kit will be checked at least monthly by a designated WBNG-ASU representative who will report any need to replenish supplies to Human Resources.
- d. ANA will provide flu shots at ANA headquarters on an annual basis at no cost to employees. Employees will be required to sign consent and release form. Employees who need to get flu shots earlier or who do not work at headquarters shall, upon presentation of a dated original receipt, be reimbursed for the cost of a flu shot up to ANA's cost of providing a flu shot at headquarters.

#### 17.6 Health and Safety Education Materials

Health prevention and promotion materials, along with notices posted by ANA and/or WBNG-ASU regarding health-related activities (e.g., blood drives, sponsorship in fitness walks/runs) will be available to ANA and other staff.

#### 17.7 Healthy Communications

Verbal abuse or improper touching by any person employed by ANA will not be tolerated. Any

bargaining unit or non-bargaining unit employee who believes that he or she is being subjected to such conduct may file a grievance. Grievances based solely on verbal abuse will not be subject to arbitration.

#### 17.8 Time Lines

Where time lines for actions pursuant to the provisions of this Article are not specific, it is understood and agreed that time is of the essence and expediency is the rule. All time frames will be reasonable and appropriate.

### **ARTICLE 18. OUTSIDE ACTIVITIES, AND EMPLOYMENT**

- 18.1. An employee may participate in activities and perform services outside the scope of his or her employment, provided that such participation does not present a conflict of interest or a conflict with scheduled ANA activities. ANA will make every effort to give reasonable advance notice for any hours required to be worked beyond normal working hours. Any outside activities or employment, including preparation for outside activities or employment, will be done on the employee's own time. ANA and WBNG-ASU may agree to undertake a voluntary community service project on work time in which case, ANA and WBNG-ASU will negotiate the details.
- 18.2. In the event the supervisor determines that the outside employment or work constitutes a conflict of interest or may be contrary to law, he or she will inform the employee and the employee will decline or cease to engage in such employment or outside work. If the employee believes that a conflict of interest does not exist, the employee may appeal the decision to the appropriate executive officer in consultation with the Human Resources and General Counsel Offices.

### **ARTICLE 19. HONORARIA**

#### 19.1 Work-Related Engagements

- a. Subject to the approval of the appropriate supervisor, ANA employees may accept work-related engagements in which the employee represents ANA. If the supervisor denies approval, subject to the provisions of Section 19.2, below the employee may accept the engagement as non work-related unless the supervisory denial is based upon conflict of interest. The employee has an obligation to inform the employer of the work-related engagement.
- b. An engagement will be considered work-related if (1) the employee is offered the engagement based on his or her position at ANA, e.g. the employee's status at ANA is the triggering factor for the requesting party; (2) the employee is invited to provide services on a topic directly related to his or her employment at ANA, or e.g. the employee is asked to speak on a topic on which he or she works at ANA,, (3) the engagement is an ANA assignment, e.g. the employee's supervisor assigns the employee to provide a service for an outside entity or person.

- c. If an employee receives an honorarium in the form of a gift that has a value under \$250, that honorarium may be retained by the employee. If an employee receives an honorarium or payment under \$100, that honorarium or payment may be retained by the employee. Where an honorarium is or payment more than \$100, the employee will turn the amount over \$100 to ANA.

## 19.2 Non Work-Related Engagements

- a. ANA employees may accept non work-related engagements, without approval of ANA, provided that the engagement is not inconsistent with any provision of this Agreement.
- b. A non work-related engagement is any engagement other than one described in Section 18.4.b, above.
- c. If an employee accepts a non work-related engagement, the employee must make clear that he or she is not representing ANA.
- d. No work time or other ANA resources may be used in preparing for, traveling to, or delivering a non work-related engagement. Such ANA resources include travel expenses and staff time (including the assistance of administrative assistants, staff assistants, interns, or other staff resources devoted to making travel arrangements or preparing materials).
- e. Any honorarium or payment received by an employee for a non work-related engagement may be retained by the employee, so long as the employee has complied with this Article.
- f. If ANA resources are used and an honorarium or payment is paid, the employee must deliver the honorarium or payment to ANA. Incidental office equipment or supplies can be utilized with advanced approval of the supervisor. The employee may repay ANA for these incidental costs and keep the honorarium if the arrangement is approved in advance by the supervisor.

## 19.3 Vendors or Suppliers

No ANA employee is permitted to accept a gift with a value of more than \$125 and/or money in any amount, from current or potential vendors or suppliers to ANA.

## **ARTICLE 20. RESIGNATIONS**

- 20.1 An employee will notify Human Resources and the employee's immediate supervisor in writing, with as much advance notice as possible, of his or her intention to resign or retire and of the effective date. A non-exempt employee will give a minimum of two (2) weeks' notice for resignation and a minimum of three (3) months' notice for retirement, unless an urgent situation exists. An exempt employee will give a minimum of three (3) weeks' notice for resignation and a minimum of three (3) months' notice for retirement, unless an urgent situation exists.
- 20.2 The notice can be waived by the Executive Director or his or her designee should an urgent situation exist. The waiver will not be withheld unreasonably.

- 20.3 ANA, at its option, may reduce or eliminate the notice period during which the employee is required to work and instead pay the employee his or her regular salary for the period by which the notice is reduced.
- 20.4 Pre-approved vacation may be used during the notice weeks of employment if the employee makes up the days taken for vacation with extended notice.
- 20.5 An employee who does not provide the minimum notice specified in this article may not be eligible for rehire.

## **ARTICLE 21. ORIENTATION**

ANA will provide within the probationary period, orientation for all new employees to familiarize them with the mission, goals and operations of ANA and the duties, goals, and responsibilities of their jobs, the work of their departments and the relationship of their job and department to the mission and goals of ANA. Orientation, generally, will be given within the first forty-five (45) days and will include familiarizing the employee on the equipment and software that he or she is assigned to use. Human Resources will develop a comprehensive orientation program with input from the Labor Management Committee within a reasonable period of time to meet the needs of the employee, including a 60-minute orientation by WBNG-ASU. In addition, there will be an orientation to the assigned departments.

## **ARTICLE 22. PROBATIONARY PERIOD**

- 22.1 Each newly-hired exempt or non-exempt employee will serve a probationary period of one hundred twenty (120) calendar days. The probationary period will be extended automatically by the number of days of scheduled or unscheduled leave taken by the employee during that period. The probationary period may be extended by agreement between ANA and WBNG-ASU. Unless WBNG-ASU agrees otherwise, the probationary period will only be extended if written evaluations are done in a timely manner, and the employee had opportunity to correct unsatisfactory work.
- 22.2 Early in the probationary period, each probationary employee and his or her supervisor will discuss and agree upon goals for the employee for the probationary period in accordance with current ANA procedure. These goals will be used, along with other evaluation criteria, in evaluating the employee's performance. Each probationary employee will be given a written evaluation of the employee's performance at a minimum of forty-five (45) day intervals beginning with the first forty-five (45) day period following the employee's starting date. The evaluation will emphasize the need for ongoing communication between the supervisor and employee as part of the process to help ensure the successful completion of the probationary period. If a probationary employee does not receive an evaluation within the time periods specified in this Section, the employee may file a grievance to compel an evaluation.
- 22.3 Probationary employees may not utilize the grievance and arbitration procedures set forth in this Agreement and may be disciplined, up to and including discharge, at the sole discretion of ANA.

Written discipline generally will be given in a meeting with the employee, an ANA representative, and a WBNG-ASU representative, if requested by the employee. In the event that ANA chooses to terminate a probationary employee, the employee will have the option to respond to the termination in a meeting including the employee, Human Resources Director and WBNG-ASU representative, if requested by the employee.

- 22.4 Upon successful completion of the probationary period, the employee will be credited with seniority from the employee's original date of hire.
- 22.5 Employees moving into a vacancy will serve a probationary period per Article 27 (Job Vacancies and Transfers), Section 27.15.

### **ARTICLE 23. WORK SCHEDULES**

- 23.1 ANA has the right to determine ANA's hours of operation and to establish the "basic work schedule". Except as provided below, all employees will be scheduled to work the basic work schedule. Any other schedule will be considered an "alternative work schedule".
- 23.2 ANA and WBNG-ASU recognize that in some circumstances, alternative work schedules may serve the interests of both ANA and employees. ANA and WBNG-ASU realize to accomplish the mission a cooperative, collaborative work environment and employee satisfactions are highly important to ensuring effective, quality performance.
- 23.3
  - a. It is ANA's intention to allow employees who currently work alternative schedules to continue to work those schedules, provided however, that ANA retains the right to change an employee's schedule based on operational considerations.
  - b. ANA will consider the request of any other employee to work an alternative work schedule. Such request will be reviewed at the department level by the employee and his or her supervisor. ANA will review the proposed schedule and provide an answer within fifteen (15) working days. If ANA does not respond within the fifteen (15) working days, the employee may file a grievance to compel a response. If the request is denied, the employee can propose additional alternative work schedules.

- c. Compressed Work Week

It is not the intention of a compressed work week schedule to impede the operational and organizational functions of ANA. Rather it is hoped that a compressed work week schedule will give employees some additional control of their schedule and life. For a compressed work week program to work it will require the cooperation of employees within a department to insure proper coverage. Management agrees to seriously consider all requests and evaluate them based on the work needs of the department. ANA shall respond to such requests within two workweeks. Requests shall not be unreasonably or arbitrarily denied.

- 1. Employees can request the option of working an extended work day for five (5) days one week and four (4) days the other week of a pay period. Non-exempt employees will

not be regularly scheduled for more than forty (40) hours per week to avoid overtime charges. The following is an example of a compressed work week:

Week 1 - 8.75, 8.75, 8.75, 8.75, 8.75 - includes .75 lunch and breaks

Week 2 - 8.75, 8.75, 8.75, 9.25, Off - includes .75 lunch and breaks

If the employee fails to work the agreed upon hours the compressed work schedule may be terminated by manager.

2. Some departments may be unable to offer compressed work weeks for some positions and/or during certain times of the year.
3. A fixed schedule must be selected for a period of time at least three (3) months in duration. It is understood that, to ensure proper coverage not all employees will be permitted to have a three (3) day weekend. It is up to the department staff and manager requesting a compressed workweek to determine who will take which days off and guarantee coverage. In the event too many staff want the same day off and are unable to reach agreement, seniority will determine who gets the desired day off. After the three (3) month duration the next most senior staff member may rotate into the desired schedule, and so on. All schedules must take the operational needs of the association into consideration.
4. Employees, in cooperation with their managers, will be responsible for attempting to resolve any problem that a compressed work week may create in terms of workload and days off within the department. The individual selecting an alternative work schedule must have at least one (1) other person available to handle issues that arise during his or her absence.
5. Staff members in their probationary period of a new job may not participate in compressed work weeks to assure appropriate training and interaction with others in the association.
6. An employee must not have been disciplined for twelve (12) months prior to implementation of compressed work week. Exceptions may be granted if management feels an alternative work schedule would resolve reason for discipline.
7. Managers must ensure that appropriate meal and rest periods are observed.
8. Compressed work schedules will be built around critical organization/ operational procedures and needs.
9. Trading days off is permitted, with at least two (2) days' advance notice to and approval of the supervisor, when issues arise that keep the employee from being off on his or her regularly scheduled day. Any ANA request that an employee change a day off will be made in advance and will be subject to the employee's agreement.
10. If a holiday falls on an employee's scheduled day off during a compressed work week the employee may discuss with the supervisor in advance when an alternative day may be taken within the same pay period. If operational needs will not allow an alternate day to be

taken, the compressed work week schedule will be suspended for that individual during that pay period.

11. Sick and/or vacation leave taken during a compressed work week schedule will be taken in accordance with Article 35 (Authorized Leave), Sections 35.2 and 35.3 of this Agreement. However, leave will be deducted from their respective leave banks for the number of hours that the employee was scheduled to work that day.

12. Compressed work week schedules are granted on a department or individual basis. Employees transferring jobs/departments are not guaranteed a compressed work week in their new position.

13. Managers may suspend or terminate all or some compressed work week schedules within the department if necessary for valid business/operational needs. Compressed work weeks will not be suspended or terminated unreasonably or arbitrarily. Employees working under a compressed work schedule may terminate the schedule at their option and return to a standard work schedule.

#### 23.4 Telecommuting

ANA considers telecommuting to be a viable alternative work arrangement in cases where an individual, job and project are best suited to such arrangements. Telecommuting is defined as a flexible work arrangement that allows an employee to work at home, on the road or in a satellite location instead of traveling to ANA for part of their regular workweek. It is not an entitlement and in no way changes the terms and conditions of employment at ANA. Employees willing to be considered for telecommuting should fill out the appropriate form(s) and turn it in to their supervisor with a copy to HR. ANA shall respond to such requests within two workweeks.

1. Some departments may be unable to offer telecommuting for some positions and/or during certain times of the year.
2. Staff members in their probationary period may not participate in telecommuting to assure appropriate training and interaction with others in the association.
3. An employee must not have been disciplined for three (3) months prior to requesting telecommuting and employees will not be eligible for telecommuting within 3 months of being disciplined. Exceptions may be granted if management feels telecommuting would resolve reason for discipline.
4. Telecommuting will be on a project basis that has measurable results and limited to four (4) days a month. Telecommuting days do not accumulate. An employee may request his or her manager to extend the four (4) day limit if a project requires additional time and will not conflict with business/operational needs. Requests for telecommuting extensions will not be unreasonably or arbitrarily denied.
5. Telecommuting days are considered the same as work days. All telecommuters are expected to be at their approved work sites and performing work tasks during their regular scheduled work hours, just as if they were working on-site at ANA. Telecommuters are required to check their voice mail and e-mail at two (2) hour intervals and to respond to messages in a timely fashion.

Telecommuting employees agree, if requested, to be available to supervisor by phone. ANA will reimburse for any reasonable phone charges incurred by the employee on behalf of ANA. Telecommuting employees are encouraged to use the ANA 800 numbers and/or calling card.

6. There will be agreement between the employee and supervisor regarding the specific tasks to be accomplished. Failure to accomplish the agreed tasks may result in denial of future telecommuting requests and/or termination of current agreement.

7. Telecommuting requests must be approved by the manager. Telecommuting requests will not be unreasonably or arbitrarily denied.

8. Telecommuters will be subject to all the rules and regulations of ANA policies and procedures regarding security and confidentiality for the computer, data and information, and any other information handled in the course of work.

9. Telecommuting will be built around critical organization/operational procedures and needs.

10. Telecommuting employees agree not to hold ANA liable for any hazards caused by working from home. The agreement between ANA and the employee will impose a duty on the employee to act with reasonable care while working at home.

11. Telecommuting employees will record all hours worked on the official time sheets of ANA. Overtime will be governed by Article 37 (Compensation), Section 37.2.

12. The opportunity to participate in a home telecommute program is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained. ANA and the employee need to determine the limits of the job site within the home. This site would be where the employee's office equipment and work supplies are located. This site will be documented in the agreement between the employee and ANA. ANA is neither responsible nor liable for providing or maintaining a home office site.

13. Telecommuting is not a substitute for dependent care, and telecommuters must make regular dependent care arrangements.

14. ANA laptops are generally not available for telecommuting purposes as they are reserved for staff traveling on ANA business. Telecommuters will use their own computers which they will provide at their expense. Computers must meet the current minimum specifications (which may include, but is not limited to: operating system, applications software, security/anti-virus, and means of connectivity) in order to be used for connectivity to the ANA computer network. ANA will make available remote computer access so long as it involves no cost to ANA.

15. Managers may suspend or terminate all or some telecommuting within the department if necessary for valid business/operational needs. Telecommuting will not be suspended or terminated unreasonably or arbitrarily. Employees working under telecommuting may terminate the schedule at their option and return to a standard work schedule.

16. Telecommuters must acknowledge that they are responsible for applying for whatever permits or licenses necessary in their state, county or local jurisdiction.

- 23.5 ANA will consider any employee request for a temporary alternative work schedule. ANA will have the discretion to grant any such request.
- 23.6 When operational needs warrant, ANA can require an employee to work an alternative work schedule.
- 23.7 ANA will notify WBNG-ASU of any change in the basic work schedule.
- 23.8 For non-exempt employees, all shifts will allow a fifteen (15) minute break per three and one-half (3 ½) hours of work and an unpaid lunch period of forty-five (45) minutes. At the employee's option, one of the breaks may be taken immediately before or immediately after the lunch period, so that the employee has, in effect, a one (1) hour lunch period. Neither break may be taken at the very beginning or the very end of the workday.

#### **ARTICLE 24. WORKLOAD**

- 24.1 ANA and WBNG-ASU agree that workloads will be reasonable and appropriate but may vary according to circumstances.
- 24.2 If a problem with workload is perceived, the employee will have the opportunity to address the problem with their manager. The manager and the employee will work together to develop a plan to resolve the workload problem. Unresolved workload problems are subject to Article 32 (Grievance Procedure).
- 24.3.1 If a vacancy or workload realignment within a department results in a workload increase in excess of 25% of employee (s) job description for more than one month, the case(s) will be referred to the compensation committee for redress.

#### **ARTICLE 25. TIMEKEEPING**

ANA reserves the right to institute a reasonable time-keeping system. Prior to implementing such a system, ANA will discuss the method of time-keeping with WBNG-ASU at a Labor-Management Committee meeting.

#### **ARTICLE 26. SENIORITY**

- 26.1 Seniority will be computed in daily increments, from the most recent date of employment with ANA, and, except as provided in Section 27.6, below, represents the employee's length of continuous service within the bargaining unit.
- 26.2 Seniority will accrue during periods of paid vacation and sick leave and other leaves with pay. Seniority will not accrue during periods of layoff. However, for those employees who were

employed prior to 1992, seniority will be calculated based on the original date of hire, regardless of breaks of service for the period to January 1, 1992.

26.3 Seniority accrual will cease and all accrued seniority will be forfeited when:

- a. an employee resigns from ANA;
- b. an employee is discharged for just cause;
- c. an employee moves into a non-bargaining unit position except for temporary appointments of less than six (6) months duration;
- d. an employee on layoff fails to respond to a recall notice within the time periods or in the manner specified in Article 33 (Layoff and Recall);
- e. the recall rights of an employee on layoff expire;
- f. an employee is absent from work for three (3) consecutive work days without notifying ANA unless the employee has a valid reason justifying the failure to notify ANA;
- g. an employee who is discharged and then reinstated by an arbitrator fails to report to work within five (5) work days after the employee's receipt of a notice of reinstatement or within fifteen (15) work days after ANA sends a notice of reinstatement to the last address furnished to ANA by the employee, whichever is sooner; or
- h. an employee, without authorization, fails to return on the next work day following disciplinary suspension.

26.4 An employee whose seniority has been forfeited will be credited for purposes of vacation accrual rate with the seniority he or she had prior to forfeiture and will be re-credited with up to ten (10) days of forfeited accrued sick leave when:

- a. the employee is re-employed by ANA within twelve (12) months after forfeiture of seniority; or
- b. the employee is re-employed after resigning from ANA to accept employment with an SNA/CMA, an ANA affiliate, an ANA subsidiary or a NOLF participant, without any break in ANA/SNA/CMA/ANA affiliate/ANA subsidiary/NOLF participant employment.

26.5 An employee who returns to a bargaining unit position from a non-bargaining unit position without any break in ANA employment will be credited for purposes of vacation accrual rate with the seniority the employee had prior to leaving the bargaining unit. In addition, the employee will be given seniority credit for purposes of vacation accrual rate for the time worked in the non-bargaining unit position, and will retain any accrued sick leave.

26.6 An employee with no prior ANA employment who is hired by ANA directly from an SNA/CMA will be credited for purposes of vacation accrual rate with the number of years of continuous service with the SNA/CMA.

- 26.7 Part-time employees will receive seniority pro-rata.
- 26.8 An employee who has forfeited seniority will not be re-accredited with that seniority for competitive purposes or for any other purpose other than vacation accrual rate, in accordance with Sections 26.4 -26.6, above.

## **ARTICLE 27. JOB VACANCIES AND TRANSFERS**

ANA and WBNG-ASU recognize the importance of seniority and the desirability of filling vacancies by promotion or transfer. ANA and WBNG-ASU further agree that it is in the interests of ANA to assist employees with career growth at ANA and to provide those employees who are not selected for promotions or transfers, knowledge of those areas in which further growth and development are needed.

- 27.1 The term 'vacancy' includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement.
- 27.2 ANA will meet with WBNG-ASU on request to discuss ANA's intention as to the filling, leaving vacant, abolishing, or reclassifying a vacant position.
- 27.3 When ANA decides to fill a vacancy it will inform two WBNG-ASU representatives in a timely manner.
- 27.4 ANA will post on the HR Board in the employee lounge and the ANA intranet once it is established and the HR section has been launched a notice of each vacancy it decides to fill. ANA will notify field staff by first-class mail, facsimile and/or E-mail bulletin board. Such notice will remain posted for a period of ten (10) working days. Applications for the posted position will be made in writing to the Human Resources office within that ten (10) day posting period. Other recruitment activities, including advertising on the outside and interviewing outside candidates, will not begin until after the position is posted.
- 27.5 When a new position is created, it will be referred to the Compensation Committee (see Article 38 (Compensation Committee) for leveling, unless the position is identical to an existing position) prior to posting.
- 27.6 Job postings will specify the minimum qualifications for the job (e.g., experience, education, certification and skills).
- 27.7 Internal Candidates
- a. All qualified internal candidates will be interviewed and considered before external candidates are interviewed and considered. An internal candidate will be notified of any deficiencies before an external candidate is interviewed and considered.
  - b. Only the ANA Human Resources Department (HR) shall be responsible for notifying all internal and external candidates of their selection or non-selection for ANA positions and whether an internal or external candidate was selected. HR shall first notify those employees who were not selected. HR shall offer employees the option of being told of the

decision on their application either by telephone or by a face-to-face meeting with the appropriate HR staff person. HR will not contact the selected candidate until the non-selected candidates have been notified that they were not selected. However, if the attempt to contact the non-selected candidates(s) is unsuccessful, HR may contact the selected candidate after a reasonable period, normally forty-eight (48) hours.

- c. An internal candidate who has not been selected shall have an opportunity for a meeting with the selecting manager and/or HR, at the employee's option, for further information as to why the candidate was not selected and/or to receive and counseling on areas needing further development and growth. Furthermore, HR shall inform the internal candidate of this option at the time the candidate is notified of the decision on the candidate's application.
- d. Any employee shall have the opportunity to meet with HR to discuss training and development opportunities available to the employee.

27.8 Employees will remain in a position for six (6) months before transferring to a new position. This provision may be waived by a joint ANA/WBNG-ASU agreement.

27.9 Jobs with single or multiple incumbents that are re-leveled will not be posted, and the incumbent(s) will continue in the job at the new level.

27.10 In filing vacancies, ANA will give due weight to the applicants' general experience, related job experience, past performance at ANA, if any, ANA training, education, skills, accomplishments, length of service with ANA, if any, and other relevant factors. ANA recognizes the desirability, where appropriate, of promoting or transferring from ANA staff. ANA and WBNG-ASU will make efforts to increase the number of bargaining unit employees who apply for and are awarded posted positions. The joint Labor-Management Committee will provide oversight of the progress made toward this goal.

- a. Where the qualifications of an internal and an external candidate are substantially equal, the internal candidate will be awarded the position.
- b. Where the qualifications of two or more bargaining unit employees are substantially equal, the employee with the greatest seniority will be awarded the position.
- c. Where the qualifications of a bargaining unit employee and a non-bargaining unit employee are substantially equal, the employee with the greatest length of service at ANA will be awarded the position.

27.11 The fact that an employee has received cross-training for a particular job does not necessarily imply that the employee is qualified for that job or would receive the job should there be a vacancy that ANA chooses to fill, but the successful completion of training shall be considered as a factor in filling a vacancy.

27.12 Once a position is awarded, except in extraordinary circumstances, the employee will be moved to that position within two weeks. If ANA does not move the employee within the two (2) week period, the employee will be paid at the pay rate of the new position, if higher than his or her current pay rate, beginning at the conclusion of the two (2) week period.

- 27.13 If the employee is involuntarily transferred to a lower-grade position, the employee will retain the pay rate for the position previously held. The employee's pay rate will be maintained until the maximum pay rate for the new position exceeds the employee's current pay rate. This subsection does not apply to disciplinary demotions. ANA may deny a request for a voluntary transfer to a lower-graded position because of the pay rate to which the employee would be entitled to under this subsection.
- 27.14 An employee who is involuntarily transferred to another position may bid on any posted vacancy.
- 27.15 Employees will serve a probationary period of two months when they move into a vacancy under his Article. If, during that period, the employee, in the opinion of ANA, fails to perform satisfactorily the duties of the new position, the employee will be removed from that position and will: a) be permitted to return to his or her prior position if that position is vacant, b) be permitted to apply for any posted position or permitted to move to a posted or vacant position by agreement between ANA and WBNG-ASU, c) if his or her prior position has been filled, be returned to that position so long as there is a comparable position available for the incumbent, provided the incumbent is qualified for the comparable position, or d) unless ANA and WBNG-ASU agree on a mutually agreeable alternative, be laid off. These options shall be implemented sequentially. ANA and the employee will discuss the employee's performance after the first month of the probationary period.
- 27.16 ANA will consider any request by an employee within the first month of the probationary period to return to the position from which promoted or transferred. In the event ANA agrees to the return, the employee will receive the salary that he or she would have received had the employee not been promoted or transferred.

27.17 Recruitment and Retention

ANA will provide to WBNG-ASU on an annual basis the following information regarding recruiting and retention of bargaining unit members: Vacancies, posted positions, positions on hold, promotions from within the bargaining unit, turnover rate, and summary of HR exit interviews.

27.18 Temporary Assignments

- a. If an employee is temporarily assigned for more than one (1) week to a higher-grade vacant position or to a higher-grade position of another employee who is on extended leave, the employee will be paid at the rate of the temporary position. If the assignment is to a lower-grade position, the employee will be paid at his or her current rate.
- b. If an employee is temporarily assigned for more than one (1) week to a vacant non-bargaining unit position or to a position of a non-bargaining unit staff member who is on extended leave, the employee's pay rate will be determined by agreement between ANA and WBNG-ASU.

## **ARTICLE 28. JOB SHARE**

- 28.1 ANA will consider any requests by employees for job sharing. Job sharing will be defined as two (2) or more employees sharing the responsibilities of one (1) full-time position.
- 28.2 ANA will have the discretion to approve job share requests based on operational needs. Job sharing arrangements will be in writing and the terms will be negotiated with WBNG-ASU to the extent different from the provisions of this Article.
- 28.3 Employees who job share and work at least half of the normal workweek (36.25 hours) will receive the following benefits on a pro rata basis as if they were working twenty (20) hours per week:
- a. seniority (vacation);
  - b. pension benefits to the extent allowed by the Plan Documents governing ANA's pension plans; and
  - c. insurance benefits to the extent inclusion of the employees in the benefit plans will not result in additional cost to ANA.
- 28.4 All other benefits will be provided in accordance with the provisions of this Agreement governing such benefits.

## **ARTICLE 29. SUBCONTRACTING**

- 29.1 In the event ANA is considering contracting out bargaining unit work, managers will first consider and discuss with department staff, assigning the work to current staff. Factors to be considered include whether there are workload considerations that preclude assigning the work to current staff or whether the employee's current workload may be temporarily adjusted or reprioritized to accommodate the assignment.
- 29.2 In the event that ANA wishes to contract out bargaining unit work, ANA shall notify WBNG-ASU in writing, and the contract must first be offered to bargaining unit employees. An E-mail message addressed to "All Staff" shall be considered sufficient notification of the contracting and the contract opportunity to WBNG-ASU and employees. Interested employees must respond within seven (7) business days unless a shorter period is necessary to ensure the work is performed by the work deadline. ANA may not have more than initial exploratory discussions with potential outside contractors. Initial exploratory discussions include discussions concerning potential substantive and financial parameters for a possible contract. In the event ANA chooses a subcontractor instead of a bargaining unit member, upon request, ANA shall notify an employee who has bid on the work. That notification shall include the reasons for choosing the subcontractor.
- 29.3 ANA will maintain a central file of all contracts. This file will be open to examination by WBNG-ASU representatives during regular business hours. The file will contain a copy of the notification

to employees and any relevant information regarding the contract normally generated as part of the contracting process, including financial/payment information.

- 29.4 In the event of a violation of Section 29.2 of this Article, ANA shall contribute an amount equal to the amount actually paid for professional fees for the contract to an Employee Welfare fund. The fund shall be administered by the Labor-Management Committee. And upon request management shall report the monetary balance of the fund. In the event that a contribution is made to the Employee Welfare Fund in accordance with this Article, ANA will not be required to make any payments to individual employees regarding the same contract.
- 29.5 ANA and WBNG-ASU agree that layoffs are to be avoided if at all possible and only to be used as a last resort. Layoffs under this article will be considered only because of financial or operational necessity. Before making any final subcontracting decision that will result in a layoff of an employee, ANA will discuss the matter with WBNG-ASU and will afford WBNG-ASU the opportunity to suggest any alternative action. ANA will give consideration to any such suggestions before making a final decision.
- 29.6 As provided in Article 37 (Compensation) of this Agreement, ANA retains the right to require non-exempt employees to work overtime. In addition, in the event ANA is considering subcontract to meet a temporary increase in workload or deadlines that cannot be accommodated by non-exempt employees as part of their workload, ANA will first consider requests by any non-exempt employee interested in performing and qualified to perform the work as overtime. ANA retains the discretion to determine whether the overtime request will be granted. Subcontractors shall not be used to deny overtime to non-exempt employees.
- 29.7 Before subcontracting any work of two (2) weeks or more, ANA will offer that work to employees on layoff who are qualified to perform the work.
- 29.8 Except as limited by this Article, ANA retains the right to subcontract work, out source and/or procure outsiders to render services (collectively "subcontract") when, in ANA's business judgment, such subcontracting is in ANA's best interest. WBNG-ASU recognizes that the opportunity to bid on a contract does not guarantee that the contract will be granted to the bidder.
- 29.9 Any disputes regarding the enforcement of this Agreement will be settled in accordance with the provisions of the negotiated grievance and arbitration procedures.
- 29.10 The parties understand that an authorized contract is one which has been approved by the ANA Executive Director and assigned a number by the ANA Office of General Counsel. Nevertheless, this Article shall apply regardless of whether a contract has been authorized by ANA, so long as the contract was entered into by a non-bargaining unit employee and is honored by ANA.

### **ARTICLE 30. PERFORMANCE EVALUATIONS**

- 30.1 It is the intent of ANA and WBNG-ASU to have an ongoing employee performance evaluation process.

- 30.2 Probationary employees will receive evaluations as provided in Article 22 (Probationary Period).
- 30.3 All employees who have completed their probationary period will receive a written evaluation at least once a year. As part of the yearly evaluation process, each employee and his or her supervisor will discuss and agree upon goals for the employee for the following year in accordance with current ANA procedure. These goals will be used, along with other evaluation criteria, in evaluating the employee's performance.
- 30.4 Evaluation criteria will be set forth in a written form that has been discussed in the Labor-Management Committee. Through the Labor-Management Committee, WBNG-ASU will have input into the content of the evaluation form, but the final decision as to its content will rest with ANA, and will not be subject to the grievance and arbitration procedure. Written evaluations will be discussed with each employee and each employee will receive a copy of the evaluation and will sign the evaluation to indicate that he/she has read it. In addition, each employee will have the opportunity to make a written response. Both the evaluation and response shall be placed in each employee's personnel file in the Human Resources Office.
- 30.5 Evaluations will not be subject to the grievance and arbitration procedure. Unsatisfactory areas of an employee's evaluation shall be discussed by the supervisor and employee who shall jointly develop an improvement plan and, as appropriate, develop training strategies. The improvement plan shall specify time lines, feedback and re-evaluation. If ANA imposes discipline upon the employee based on conduct described in the evaluation, such discipline will be subject to the grievance and arbitration procedure.
- 30.6 Training in performance development and evaluation will be developed by the Labor-Management Committee to include goal setting, how to write objectives, and performance measurement.
- 30.7 Upon written request to Human Resources by an employee a Human Resources representative will be present during the evaluation review process.

### **ARTICLE 31. DISCIPLINE**

- 31.1 ANA has the right to discharge, suspend, or otherwise discipline any employee for just cause. Just cause shall include the failure to perform at the level of competency and application needed to do a good job in the position held.
- 31.2 All disciplines shall be in writing. A copy of all disciplines shall be provided to WBNG-ASU and the Director of Human Resources.
- 31.3. No discipline shall be administered unless the employee has been offered the opportunity to have a WBNG-ASU representative present.
- 31.4 Generally, counseling between supervisors and employees will occur before written discipline and will include verbal and written communication. Discipline will be progressive and corrective rather than punitive. Counseling sessions shall include discussion related to how the employee

can improve his or her performance. Disciplinary sessions will include formulation of an improvement plan. Where appropriate, training will be offered or required. The parties recognize that there is misconduct that is sufficiently serious to warrant immediate discharge without prior warning or prior discipline.

- 31.5 Discipline shall be administered as soon as practicable after discovery of the incident or situation for which the employee is being disciplined.
- 31.6 Written discipline generally will be given in a meeting with the employee, up to two (2) ANA representatives, and up to two (2) WBNG-ASU representatives, if requested by the employee.
- 31.7 All notices of discipline imposed on an employee will be included in the employee's personnel file in Human Resources, but, upon the request of the employee, written reprimands will be removed from the file twelve (12) months after the date of the discipline and more severe discipline will be removed after eighteen (18) months after the date of the discipline so long as no further disciplinary action has been taken against the employee during that time period. Upon request of the employee, Human Resources will confirm that discipline has been removed.

## **ARTICLE 32. GRIEVANCE PROCEDURE**

### **32.1 Grievance Defined**

- a. A 'grievance' is an allegation by ANA, WBNG-ASU or one or more employees that there has been a violation of a provision of this Agreement, or that ANA has arbitrarily or capriciously failed to comply with its own work rules or policies.
- 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 WBNG-ASU, through typographical error, failed to state the correct Article or Articles of this Agreement involved.
- c. For purposes of this Article, when ANA is the grievant, 'ANA' will be deemed to be substituted for the 'employee' or 'WBNG-ASU', and the 'the Unit Chair of WBNG-ASU' or 'WBNG-ASU' will be substituted for 'supervisor', 'manager', 'ANA representative', 'Human Resources Officer', and 'Executive Director' as appropriate.

### **32.2 Policy**

ANA and WBNG-ASU agree that it is in the interest of both parties for grievances to be raised promptly and to be resolved informally whenever possible. To that end, an employee who has a complaint that involves the interpretation or application of the provisions of this Agreement or ANA's compliance with its own work rules or policies, will attempt to discuss and resolve the matter with his or her immediate supervisor prior to filing a written grievance.

All ANA association wide HR and personnel policies will be kept in a central location and on the ANA intranet when the intranet is established and the HR portion is launched.

### 32.3 Procedure

- a. Any grievance must be filed by an employee or the union in writing with HR within (30) calendar days after the date the employee knew or reasonably should have known of the fact(s) or event(s) upon which the grievance is based. The grievance will state the nature of the grievance, identify the Article(s) of the Agreement alleged to have been violated or the rule or policy allegedly not complied with and will specify the remedy requested.
- b. WBNG-ASU group (institutional) grievances shall be filed with the ANA Human Resources Department.
- c. All paper work, filings, et cetera, shall go through the ANA Human Resources Department.
- d. ANA will provide WBNG-ASU in a timely fashion all legitimate information requests and will notify WBNG-ASU of any unusual delays in doing so.
- e. Information requests shall come from or through one designated WBNG-ASU representative for all grievances.
- f. ANA and WBNG-ASU agree to maintain a three (3) step grievance procedure which includes the third step being certain types of grievances appealable to the ANA Executive Director. Grievances appealable to the ANA Executive Director include suspensions, terminations, institutional grievances affecting more than one (1) bargaining unit member, grievances related to employees working out of grade or employees who do not receive promotions, plus exceptions to the above list of grievances mutually agreed to by ANA and WBNG-ASU.
- g. All resolutions to grievances will be agreed to by ANA and WBNG-ASU.
- h. WBNG-ASU will provide ANA with a list of twelve (12) grievance representatives (stewards).

i. Step 1

Within fifteen (15) calendar days following the filing of the grievance, the employee, and up to two (2) WBNG-ASU representatives if the employee chooses, will meet with the employee's immediate supervisor or most appropriate manager as determined by the issue and the ANA Human Resources Department, and if ANA chooses, an additional ANA representative other than the Human Resources Director, for the purpose of attempting to resolve the grievance. The supervisor or most appropriate manager as determined by the issue and the ANA Human Resources Department will provide the employee, steward and WBNG with a written response to the grievance within fifteen (15) calendar days of the Step 1 meeting.

j. Step 2

If the grievance is not resolved at Step 1, WBNG-ASU or the employee may submit the grievance to Step 2 by sending written notice to the Director of Human Resources within fifteen (15) calendar days of the Step 1 response. Within fifteen (15) calendar days after receipt of the notice, the Human Resources Officer, and, if ANA chooses, an additional ANA representative will meet with the employee and up to two (2) WBNG-ASU representatives in an attempt to resolve the grievance. Within fifteen (15) calendar days of that meeting, the Human Resources Officer will provide the employee, steward and WBNG with a written response.

k. Step 3

If the grievance is not resolved at Step 2, and Article 32.3.f applies, WBNG-ASU may submit the grievance to Step 3 by sending written notice to HR within fifteen (15) calendar days of the Step 2 response. Within thirty (30) days after receipt of the notice by HR, the Executive Director and, if the Executive Director chooses, another ANA representative, will meet with the employee and up to two (2) WBNG-ASU representatives in an attempt to resolve the grievance. Within fifteen (15) calendar days of that meeting, the Executive Director will provide the employee, steward and WBNG with a written response.

l. Arbitration

- (1) If the grievance is not resolved at Step 2 or Step 3 as explained above, WBNG- will have the right to submit the grievance to arbitration. Notice of intent to arbitrate will be given by the party seeking arbitration within thirty (30) calendar days following the denial of the grievance at Step 2 or Step 3.
- (2) ANA and WBNG-ASU will build a list of mutually agreeable arbitrators from the Washington, D.C. area from which to choose. If, however, the list has not been compiled or no arbitrator is agreeable to both parties, the parties will request a list of D.C. area arbitrators from the American Arbitration Association. From this list the arbitrator will be selected through and in accordance with the procedures of the American Arbitration Association. The cost of obtaining the panel will be shared equally by ANA and WBNG-ASU.
- (3) The arbitration will be conducted in accordance with the rules of the American Arbitration Association.
- (4) All fees and expenses of the arbitrator will be shared equally between ANA and WBNG-ASU.
- (5) The decision of the arbitrator will be final and binding on ANA, the grievant(s), and WBNG-ASU.
- (6) The Arbitrator will not have the power to add to, subtract from, or change any terms or provisions of the Agreement.
- (7) ANA and WBNG-ASU agree to an expedited arbitration procedure to which the following rules will apply:

a. The case will be heard within sixty (60) calendar days of the notice to the arbitrator or as soon the arbitrator and the parties can meet.

b. There generally will be no transcript of the proceedings. If the parties agree to have a transcript, the costs will be shared equally. If only one party wants a transcript, the cost will be borne by that party.

c. Generally, no post-hearing briefs will be filed. However, in a case which either WBNG-ASU or ANA considers to be particularly significant or precedent-setting, WBNG-ASU and/or ANA may file a letter/brief within twenty-one (21) days of the close of the hearing.

d. The arbitrator will issue a decision within fifteen (15) calendar days following the date of the hearing or the filing of briefs, if any. Such decision will include a brief opinion setting forth the factual and/or legal basis for the decision.

(8) Once a grievance has been filed for arbitration, all meetings with ANA and the grievant will include the grievant's WBNG-ASU representative.

m. If a grievance is not appealed to the next higher step in the manner and within the time limit specified herein, the grievance will be considered resolved at the previous step. n. If ANA or, where appropriate, WBNG-ASU, fails to respond to a grievance in the manner and within the time limits specified herein, the grievance may be pursued to the next step, as if the grievance had been denied on the last day of the applicable response period.

32.4 Any time limit set forth in this Article may be extended by mutual agreement of ANA and WBNG-ASU.

32.5 Grievance and arbitration hearings will be handled during regular work hours with no loss of pay to the WBNG-ASU representatives and grievant. WBNG-ASU is limited to two (2) representatives per grievance hearing and two (2) representatives per arbitration hearing on paid work time. WBNG-ASU will assume the cost of any additional representatives.

32.6 All outside WBNG-ASU grievance-related investigations will be governed and conducted by the WBNG-ASU grievance representative and the WBNG-ASU unit chair or vice chairs.

### **ARTICLE 33. LAYOFF AND RECALL**

Preamble ANA and WBNG-ASU agree that layoffs are to be avoided if at all possible and only to be used as a last resort. Retraining of employees to be laid off is desirable in order to retain them.

In the event of financial or operational necessity, the following procedures for lay-off and recall will apply.

33.1 ANA will provide annually to WBNG-ASU a list of budgeted bargaining unit positions (FTE's) by department and name of incumbent. This list will include vacancies and posted positions (jobs in recruitment).

### 33.2 Layoff

- a. In the event ANA determines that a reduction in the workforce, elimination of jobs and/or downsizing is necessary, ANA will determine, by seniority, based on its operational needs, which jobs and/or positions are to be affected.
- b. ANA will give WBNG-ASU and the affected employees sixty (60) calendar days written notice of any planned reduction in workforce, elimination of positions, and/or downsizing, specifying the number of employees and the names and titles of such employees. Upon request, WBNG-ASU will have the opportunity to suggest alternative actions.
- c. ANA, at its option, may reduce or eliminate the notice period for the affected employees and, in lieu of notice, pay the employee his or her regular salary for the period by which the notice is reduced.
- d. To the extent ANA gives an employee pay in lieu of notice, that amount will be paid in a lump sum, and the employee will cease to be an active employee as of the end of the last day actually worked. If the employee chooses to continue health care coverage under the Comprehensive Omnibus Budget Reconciliation Act ("COBRA"), for the period of time corresponding to the period of pay in lieu of notice, ANA will pay the amount of the employer's share of the premium, to be applied to the COBRA payment.

### 33.3 Bumping

- a. An employee who receives a notice of layoff will have the right to bump any less senior person in the same or lower grade, provided that the bumping employee has the qualifications and specialty expertise, if any, required for the job or can become qualified with training appropriate to the job and ANA's operational needs for that job.
- b. The employee who is bumped in a. above will have the right to bump any less senior person for the same or lower grade in a job for which the bumping employee has the qualifications and specialty expertise, if any, required for the job or can become qualified with training appropriate to the job and ANA's operational needs for that job.
- c. The employee who is bumped in b. above will have the right to bump the least senior person for the same or lower grade in a job for which the bumping employee has the qualifications and specialty expertise, if any, required for the job or can become qualified with training appropriate to the job and ANA's operational needs for that job.
- d. Notice of intent to exercise the right to bump must be given to ANA not later than seven (7) days after the employee received the notice of layoff. ANA will immediately notify the bumped employee and WBNG-ASU.
- d. The employee who is bumped in c. above will have no bumping rights.

### 33.4 Reduction in Hours

When ANA determines, as a result of business or operational need, that a reduction in hours is necessary, the following procedures will apply.

- a. ANA will make a reasonable and ongoing effort to find additional work for the employee affected to complete a full time equivalent (FTE). The replacement work will occur with a continuation of the employee's grade and full salary.
- b. If the replacement work is not acceptable to the employee, the employee will have the option of choosing to terminate employment at ANA with full severance pay as per Article 34 (Severance and Out Placement Counseling) or the employee may choose to continue at the reduced hours.
- c. The use of this clause will be solely for legitimate business or operational need.

### 33.5 Recall

- a. Employees will be on layoff status for up to one (1) year from the effective date of the layoff, which will be the date the employee is separated from active employment with ANA. Employees will have recall rights for the period of time the employee is on layoff status. Employees on layoff are responsible for ensuring that ANA has their current address.
- b. In the event ANA decides to refill a position, it will offer the position to the most senior employee still on layoff status in the same classification who, in ANA's judgment, has the ability and qualifications to fulfill the duties of the position. In determining whether an employee has the ability and qualifications to fulfill the duties of a position for purposes of this Article, ANA may give consideration to all relevant factors, including but not limited to, general experience, related job experience, past performance at ANA, education, skills, and accomplishments, seniority, and knowledge and experience in a specific substantive area.
- c. ANA will send the notice of recall to the last address provided by the employee. If the employee wishes to accept the recall offer, he or she must so notify ANA within ten (10) calendar days following the receipt of the notice or within twenty (20) calendar days following the mailing of the notice, whichever comes first. An employee wishing to accept recall must be available to return to ANA within fifteen (15) calendar days of the employee's acceptance of the recall, unless ANA agrees to a longer period of time. ANA will not withhold agreement unreasonably.
- d. An employee who declines a recall offer will forfeit his or her seniority and rights to any future recall, and the employee's employment relationship with ANA will be terminated.
- e. If a vacancy is not filled by recall, ANA will post and fill the position in accordance with Article 27 (Job Vacancies and Transfers).
- f. An employee on layoff may apply for any vacancy under the procedures set forth in Article 27 (Job Vacancies and Transfers), except that any such application must be submitted within twenty (20) working days of the posting.
- g. Any employee on layoff who so requests in writing will be sent written notice of all posted vacancies at ANA.

## ARTICLE 34. SEVERANCE AND OUT-PLACEMENT COUNSELING

### 34.1 Severance

- a. Employees who are laid off will be entitled to severance pay of four (4) weeks' regular pay plus one (1) week's regular pay for every year of service with ANA up to the beginning of the fifth year and two (2) weeks' regular pay for every year of service with ANA thereafter. Calculation of the severance pay related to ANA service will be done on a pro rata basis.
- b. The laid off employee will have recall rights in accordance with Article 33 (Layoff and Recall) of this Agreement.
- c. If an employee resumes employment with ANA during the number of weeks for which severance has been paid ("the severance period"), the employee will reimburse ANA for that portion of the severance pay corresponding to the remaining number of weeks in the severance period.
- d. Except where the termination or resignation in lieu of termination is based on egregious misconduct, employees who are terminated or who elect to resign in lieu of termination will be entitled to two (2) weeks of severance pay.
- e. Severance pay will be paid in a lump sum, and the employee will cease to be an active employee as of the end of the last day actually worked.
- f. ANA will afford employees the opportunity to continue health insurance at their expense in accordance with the Comprehensive Omnibus Budget Reconciliation Act (COBRA). Based on years of seniority using the following schedule, ANA will pay the employee's COBRA premium unless the employee obtains insurance coverage through a new employer or otherwise:

Employees with less than two (2) years	2 months
Employees with two (2) but less than six (6) years	3 months
Employees with six (6) years or more	4 months
- g. In the event of the death of an employee entitled to severance pay, ANA will make the severance payment to the estate of the deceased employee, unless the employee had designated a beneficiary to ANA in writing, in which event the payment will be made to such beneficiary.
- h. ANA and WBNG-ASU will notify each employee receiving severance pay under this Article and/or under Article 33 (Layoff and Recall) of this Agreement that the employee is not entitled to receive unemployment compensation during the number of weeks for which he or she is receiving severance pay.

- i. To the extent allowed by the governing Plan Documents and applicable law,
  - (1) severance payments will be considered earnings for purposes of the ANA Retirement Plan and the 401(k) Plan; and
  - (2) the employee may cease contributions to the 401(k) plan on receipt of the layoff notice.

#### 34.2 Out-Placement Counseling

- a. ANA will provide out-placement counseling to any full-time employee who has been employed for at least six (6) months and who is then laid off.
- b. After consultation with the Labor-Management Committee, ANA will provide a list of their preferred out-placement counseling firm and determine the nature and extent of the counseling.
- c. At the option of an employee who is laid off, ANA, in lieu of providing the out-placement counseling specified above, will reimburse or pay the vendor directly for up to one thousand seven hundred and fifty dollars (\$1750) for certification or training reasonably calculated to enhance the employee's job marketability.

### **ARTICLE 35. AUTHORIZED LEAVE**

#### 35.1 General

- a. There are nine (9) categories of authorized leave. Eight (8) of these may be paid leave [vacation, sick, jury duty, bereavement, military (reserve training and active duty), family or medical, sabbatical, and administrative leave]; the other is leave without pay.
- b. All categories of leave except for sick leave, bereavement leave, vacation in lieu of sick leave, and, where appropriate, family or medical leave, must be scheduled in advance as appropriate.
- c. Except as otherwise provided in this Article, an employee shall be responsible for obtaining specific prior approval from the appropriate supervisor before taking any scheduled leave. Unscheduled leave requires notification in accordance with ANA policy.
- d. The employee shall initiate a discussion with his or her supervisor regarding the status of any assignments that might be affected by the employee's absence and provide the supervisor with any other information necessary for the successful conduct of those assignments while the employee is on leave.
- e. Unless otherwise specified, all leave must be approved by the employee's immediate supervisor, is not cumulative from year to year, and is not compensable upon the employee's termination of employment. (See Section 35.2.k)

- f. Unless otherwise specified, part-time employees who work on a continuous basis for twenty (20) or more hours each week are entitled to leave on a pro-rated basis, according to their regularly scheduled work hours. No other part-time employees have any entitlement to leave.

## 35.2 Vacation

- a. The vacation year runs from January 1 through December 31.
- b. Full-time employees who were employed prior to January 1, 1992 will accrue 22 days of vacation per year.

Full-time employees who were employed after January 1, 1992 will accrue vacation at the following rates:

Date of hire through 24 months of service - 15 days per year  
25 months through 48 months of service - 18 days per year  
48 months of service through 72 months - 22 days per year

- d. Part-time employees
  - (1) Part-time employees who work on a continuous basis for twenty (20) or more hours each week will accrue vacation at the rates listed in Section 35.2.c of this Article multiplied by the ratio that the part-time employee's weekly schedule bears to the regular work week.
  - (2) Part-time employees who do not work on a continuous basis for twenty (20) or more hours each week will not accrue vacation, except that employees who job share pursuant to Article 28 (Job Share) of this Agreement will accrue vacation in accordance with that Article and Section 35.2.d.1, above.
- e. Vacation is accrued on a per pay period basis (biweekly).
- f. Vacation cannot be used until it has been accrued.
- g. Vacation accrued during one vacation year must be used by the end of the next vacation year or be forfeited.
  - (1) Should an employee be unable to use vacation due to work-related responsibilities during the designated vacation year, the employee may request, in writing, an extension of time not to exceed three (3) months (to March 31 of the next calendar year), within which to use the vacation. This request must be presented for approval to the employee's immediate supervisor. Approval will not be withheld unreasonably. If written approval is not obtained, the vacation overage will be forfeited.
  - (2) By way of example, if an employee accrues 18 days of vacation in 1994, the employee has until December 31, 1995 to use that vacation. If, because of work-

related responsibilities, the employee is unable to use the vacation by that date, he or she may request an extension until March 31, 1996 within which to use the vacation.

- h. A non-exempt must use vacation in increments of at least fifteen (15) minutes (.25 hour).
- i. Vacation may be used by the employee for any purpose, including vacation, personal matters which require the employee's absence during working hours, religious observances, or death of a friend or relative for which bereavement leave is unavailable.
- j. Except in cases of emergency and in cases in which the employee, pursuant to Section 35.3.g of this Article, chooses to use vacation for absences due to illness or injury, all use of vacation must be approved in advance by the employee's immediate supervisor. Emergency vacation will be approved in accordance with ANA policy on sick leave notification.

1) Employees should schedule vacation with their immediate supervisor as far in advance as possible. Whenever possible, an employee will submit a written vacation request at least thirty (30) days in advance of the requested vacation. Denial of a vacation request must be done within ten (10) working days of the date the request was submitted. ANA shall tell the employee the reason for the denial.

2) The supervisor may deny a vacation request for operational reasons. If more than one employee requests vacation for the same day(s) and operational reasons preclude the granting of all of the requests, the request(s) will be granted in seniority order.

3) In the event of an emergency work situation, it may be necessary for ANA to require an employee to reschedule a previously approved vacation. If that occurs, ANA will reimburse the employee, any employee's spouse, domestic partner and children who is/are traveling with the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets, upon satisfactory proof of loss.

- k. Employees will not be paid in lieu of taking vacation, except upon termination of employment.
- l. Employees on any unpaid leave status will not accrue vacation.
- m. Vacation used does not count as time worked in calculating overtime for the week.
- n. Each employee may donate up to a maximum total of six (6) days of vacation per year to co-worker(s) who need additional sick time because of serious illness or injury of the employee, the employee's child, parent, spouse or domestic partner.
  - (1) The employee using the donated vacation will be compensated for those days at his or her regular rate.
  - (2) Non-bargaining unit employees may donate or receive vacation time under this provision.

- (3) Before receiving donated leave under this Section, an employee must have used all of his or her accrued sick leave, annual leave, and any other accrued leave.

### 35.3 Sick Leave

#### a. Policy

ANA and WBNG-ASU encourage employees to accumulate sick leave so that it is available in the event of a long illness.

#### b. Accrual

- (1) Full-time regular employees will accrue sick leave at the rate of one (1) day for each completed calendar month of service.
- (2) Part-time employees working on a continuous basis for twenty (20) or more hours each week will accrue sick leave at the rate of one (1) day for each completed calendar month of employment, multiplied by the ratio that the part-time employee's weekly schedule bears to the regular work week. Part-time employees who do not work on a continuous basis for twenty (20) or more hours each week will not accrue sick leave.

#### c. Accumulation

- (1) Sick leave may be accumulated to a maximum of one hundred and fifty (150) days.
- (2) An employee's accumulated sick leave is not compensable upon the employee's separation from ANA's employment, regardless of the reason for the separation.
- (3) Employees on any unpaid leave status will not accrue sick leave.

#### d. Notice

- (1) Employees will notify ANA of every absence on sick leave in accordance with ANA policy.
- (2) ANA reserves the right to reasonably contact an employee who is on sick leave.

#### e. Documentation

- (1) Medical documentation of an illness for absences of five (5) days or longer will be required. Medical documentation also may be required for shorter absences if ANA reasonably suspects an employee is abusing sick leave.

a. If the employee is absent as a result of the employee's own health condition (including pregnancy), the employee will be required to submit written medical certification issued by the employee's health care provider. The certification shall state:

- (1) the date the health condition commenced;
- (2) the probable duration of the condition;
- (3) appropriate medical facts within the knowledge of the health care provider that would entitle the employee to take sick leave; and
- (4) that the employee is unable to perform the functions of his or her position.

b. If the employee is absent because of the health condition of a dependent child, the employee will be required to submit appropriate medical certification issued by the dependent child's health care provider which states:

- (1) the date the health condition commenced;
- (2) the probable duration of the condition;
- (3) appropriate medical facts within the knowledge of the health care provider that would entitle the employee to take sick leave; and
- (4) an estimate of the amount of time that the employee is needed to care for the dependent child.

- (2) ANA, at its discretion, may require an employee on sick leave to obtain subsequent recertification on a reasonable basis attesting to the employee's continued disability and inability to work or to the employee's continued need to care for the ill dependent child.
- (3) ANA may require appropriate medical certification issued by the employee's health care provider before the employee is permitted to return to work from sick leave.

f. Use

- (1) An employee may use sick leave for illness or injury of, for health care examinations of, or for treatment of the employee or the employee's dependent child.
- (2) A non-exempt employee may use sick leave in units of not less than fifteen (15) minutes (.25 hour).
- (3) When sick leave is used for non-emergency medical appointments or treatment, the employee will arrange for sick leave with the immediate supervisor well in advance of the appointment or treatment.
- (4) A personal illness of three (3) or more calendar days, all of which occur during an employee's vacation and which is substantiated by a written statement from the employee's health care provider, may be charged to sick leave at the option of the

employee.

- (5) Sick leave used does not count as time worked in calculating overtime for the week.

g. Exhaustion of Sick Leave

Once an employee's sick leave has been exhausted, absence due to reasons specified in Section 35.3.f of this Article, may at the employee's option be charged against the employee's accrued vacation. If the employee does not choose to charge the absence against vacation, such leave will be leave without pay.

h. Sick Bank

- (1) The Sick Bank will be a depository of sick days and vacation days voluntarily donated by bargaining unit and non-bargaining unit employees (participants) from their individual accruals. The Sick Bank may be used by participants in the event of a serious illness or injury that results in their long-term absence from employment. ANA will consider requests for sick bank time for part-time absence in connection with an employee's return to work from a long-term absence due to serious illness or injury.
- (2) A participant in the Sick Bank may donate a minimum of one (1) day, up to a maximum of six (6) days total of sick leave and/or vacation each year to the Sick Bank by notifying the Human Resources Department in writing. Except for 2001, participants wishing to donate may do so during the month of January each year. For 2001, participants may donate leave within thirty (30) days from the date of ratification. Newly hired participants may donate leave within ten (10) working days following completion of their probationary period. Participants also may donate leave within the maximum specified above if the Sick Bank balance falls below sixty-five (65) days. The donated days will be deducted from each participant's accrued leave.
- (3) In order to be eligible to receive sick leave from the Sick Bank, a participant must have donated leave to the Sick Bank within that calendar year.
- (4) A participant in the Sick Bank who has depleted his or her accrued sick leave, accrued annual leave, and any other accrued paid leave, and who needs additional sick leave as a result of a serious illness or injury, may request from the Sick Bank up to a maximum of the number of days needed to reach eligibility for long-term disability benefits. A request for Sick Bank days must be made in writing to the Human Resources Department and must be accompanied by a letter from the participant's physician or advanced practice nurse verifying the seriousness of the illness or injury and specifying the expected duration of the illness or injury. The verification will be subject to review and further verification by a physician or advanced practice nurse appointed by the Labor-Management Committee to perform that function at no cost to the participant.
- (5) The members of the Labor-Management Committee will administer the Sick Bank and will have complete discretion regarding the number of Sick Bank days to be

allotted to any individual provided the amount does not exceed the limit specified in Section (4), above.

- (6) The maximum number of leave days in the Sick Bank at any one time will be two hundred and fifty (250). However, this maximum balance shall be exceeded if necessary to ensure no participant is denied the opportunity to donate one (1) day in every calendar year. ANA will notify WBNG-ASU quarterly of the balance in the Sick Bank.

#### 35.4 Jury Duty

- a. An employee called for jury duty will be allowed the necessary time off to render such civic service. During the course of jury duty, the employee will report for work on any day, or portion thereof, when the services of the employee are not required in court.
- b. The employee will be paid his or her regular wages for periods of jury duty coinciding with the employee's regularly scheduled work hours and will remit promptly to ANA the amount of jury duty pay less actual parking and travel expenses received for such time. The employee will provide appropriate documentation.

#### 35.5 Bereavement Leave

- a. An employee is entitled to bereavement leave for up to five (5) working days with pay for the death of a member of the immediate family.
- b. For purposes of this Section, 'member of the immediate family' is defined as spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild, grandchild, grandparent, brother, stepbrother, sister, stepsister, daughter-in-law, son-in-law, or individual who resides in the employee's household.
- c. Part-time employee who works on a continuous basis for twenty (20) or more hours each week is entitled to bereavement leave of up to five (5) consecutive calendar days for the death of a member of the immediate family. The part-time employee will be paid for the time that he or she is regularly scheduled to work during such leave.

#### 35.6 Military Leave

##### a. Reserve Training

- (1) Employees who have short-term military reserve training obligations will be granted reserve training military leave for up to two (2) weeks (ten (10) working days) each year. Such leave will be granted in addition to the employee's regular vacation.
- (2) For reserve training military leave in excess of two (2) weeks (ten (10) working days) each year, employees are permitted to use paid vacation time.
- (3) Employees who are required to participate in military reserve training must submit a written request for reserve training military leave to their immediate supervisor

thirty (30) days in advance of leave. Employees will consider the ANA programs and activities scheduled to take place during their leave, and will work with their immediate supervisor to ensure that the responsibilities of their position are covered during their absence.

- (4) Reserve training military leave normally will start no earlier than two (2) days in advance of the start of training and end within two (2) days following the end of training. The employee must report to work at the beginning of the next regularly scheduled work day after the last calendar day necessary to travel from the place of training to the place of employment, or within a reasonable time thereafter if he or she is delayed due to factors beyond his or her control.
- (5) Employees who are granted reserve training military leave will be paid the difference between the amount they receive from the Government for this training (less travel allowance) and their regular salary. Employees who are on reserve training military leave must provide ANA with a statement from the Commanding Officer as to the length of the training and the amount of money received (less travel allowance) for the period of training.
- (6) Employees who are granted reserve training military leave will continue to participate in the insurance plans and will continue to accrue vacation and sick leave at their normal rate while on reserve training military leave.

b. Active Duty

- (1) Employees who are called to active duty with the U.S. Armed Forces will be granted an active duty military leave for the duration of their active duty.
- (2) Employees who are called to active duty must present a copy of their orders to their immediate supervisor as soon as possible upon receipt. The active duty military leave will begin on the date the employee is required to report for duty.
- (3) Employees will receive wages from ANA in the amount of the difference between their ANA wages and their military wages for the first ninety (90) days of their active duty military leave. Employees on active duty leave will provide ANA with a statement from the Commanding Officer as to the amount of money received (less travel allowance) for the period of active duty. After ninety (90) days, no wages or benefits will be paid by ANA.
- (4) Employees must apply for re-employment within ninety (90) days of discharge from active duty. Employees must provide a copy of their discharge papers at the time of application for re-employment. Within thirty (30) days of such application, employees will be placed in the same position from which they left or in a comparable position.
- (5) The period of active duty leave will be included in the calculation of seniority for competitive purposes and for purposes of vacation accrual rate. In addition, employees who are re-employed under this Article will be recredited with all sick leave accrued as of the ninetieth (90th) day of active duty.

### 35.7 Family or Medical Leave

- a. Employees who have been employed for one (1) year without a break in service (except for regular holidays, sick leave, vacation leave or other leave granted by ANA) and who have worked at least one thousand (1,000) hours during the twelve (12) month period immediately preceding the request, are eligible for family or medical leave for any of the following qualifying events:
  - (1) birth or adoption of a new child;
  - (2) serious health condition of the employee; or
  - (3) serious health condition of the employee's child (biological, adopted, foster, or step), parent, spouse or domestic partner.
  
- b. Documentation
  - (1) The qualifying event must be substantiated by written statement(s) from an appropriate authority, e.g. health care provider, adoption agency, etc. For family and medical leave requested in connection with a serious health condition, the statement(s) must provide the information described in Section 35.3.e(1)a of this Article (for the employee) or Section 35.3.e(1)b of this Article (for a family member).
  - (2) ANA, in its discretion, may require an employee on family or medical leave to obtain subsequent recertification on a reasonable basis attesting to the employee's continued disability and inability to work or to the employee's continued need to care for the ill family member.
  - (3) ANA may request appropriate medical certification issued by the employee's health care provider before the employee is permitted to return to work from medical leave.
  
- c. Eligible employees are entitled to sixteen (16) weeks of family or medical leave during a twelve (12) month period and twelve (12) weeks in a second twelve (12) month period. The calculation of these time periods will begin to run on the first day of the first family or medical leave taken by the employee.
  
- d. Employees on family or medical leave will use leave in the following order:
  1. If the leave is due to a new birth or adoption, three (3) weeks of new parent leave, which shall be paid administrative leave;
  2. Any accumulated comp time, if applicable;
  3. Other paid leave, i.e., vacation and sick leave in whichever order the employee chooses;

4. Leave without pay.

- e. Requests for family or medical leave must be submitted in writing to the Department of Human Resources, with a copy to the Department Director.
- f. An employee on family or medical leave will retain his or her accrued seniority.
- g. All medical and dental insurance benefits will continue during family or medical leave absences provided the employee continues regular employee contributions to these plans. Other benefits, such as the pension plan, 401(k) plan, life insurance, long term disability, and flexible benefit plans will be governed in accordance with the terms of each benefit plan.

35.8 Sabbatical Leave

- a. Any full-time ANA employee will be eligible for up to six (6) months of sabbatical leave upon attaining eight (8) years of continuous employment with ANA. The sabbatical must be used to pursue graduate education, research, study or writing in the employee's area of practice or expertise. The employee is expected to produce a product as a result of the sabbatical that will enhance his or her professional credentials and make a contribution furthering the work of ANA. Sabbatical availability will be subject to funding.
- b. The job of the employee on sabbatical will be held open for the employee, i.e. not filled on a permanent basis.
- c. The employee completing a sabbatical must continue his or her employment with ANA for one (1) full year upon the completion of the sabbatical. Should the employee leave ANA before the year is complete, the employee must return to ANA all monetary compensation paid during the sabbatical.
- d. ANA will be offered the first right of refusal on any publication(s) resulting from the sabbatical.

e. Procedure

- (1) An employee who wishes to take a sabbatical will submit a written proposal to his or her immediate supervisor. The proposal will describe the purpose and pursuits of the sabbatical and propose the time period for the sabbatical. The proposal also will suggest ways that the employee's ongoing work at ANA might be accomplished during the sabbatical.
- (2) The department head will review the proposal in terms of ANA's work and the work anticipated during the sabbatical period. The department head will make a recommendation concerning the sabbatical proposal describing whether or not the department head approves the proposal, and assuring that the staff member's job responsibilities can be met in the staff member's absence. The Labor-Management Committee will be given a copy of that recommendation, and also will review the proposal and make a recommendation. The recommendations will be forwarded to the Executive Director. The Executive Director or his or her designee will make the

final decision about granting the sabbatical.

f. Salary and Benefits

(1) The employee will receive two-thirds (2/3) of his or her normal salary during the sabbatical, and will remain on ANA's benefit plans. Vacation and sick leave will continue to accrue and will not be prorated. The employee will continue to have the benefit of ANA's educational assistance policy.

g. The employee on sabbatical will provide ANA with a telephone number and address at which the employee can be reached during the sabbatical. The employee will be in touch with his or her supervisor midway through the sabbatical and again two (2) weeks before the sabbatical ends in order to prepare for re-entry to ANA.

h. After the sabbatical is completed, ANA may require the returning employee to prepare an article for The American Nurse, conduct a staff in-service briefing, give research presentation, and/or prepare and submit a publication to a professional journal.

35.9 Leave of Absence

a. ANA, in its discretion, may grant an employee leave without pay for a maximum period of six (6) months. Requests for leave without pay will not be denied unreasonably.

b. ANA will continue to pay the employer's portion of health insurance benefits for employees on leave without pay due to personal or family illness, provided the employee continues to pay his or her portion. Employees on leave without pay for any other reason will not be entitled to any benefits paid for by ANA. To the extent any such employee wishes to continue his or her health insurance coverage, the employee may do so at his or her own expense.

c. ANA will hold open the job of an employee on a leave of absence under this Section. ANA may use a temporary employee for the full period of such a leave of absence.

d. Before taking a leave of absence under this Section, an employee must have used all of his or her accrued sick leave, annual leave, and any other accrued leave.

35.10 Administrative Leave

a. When the Federal Government is closed for weather or other unusual circumstances, paid administrative leave will be given to all ANA employees. If the Federal Government delays opening or closes early, all ANA employees will be paid administrative leave for the delay or early closing. On Federal Government liberal leave days, non-exempt employees may either make up the work time or charge the time not worked to accrued vacation.

b. ANA, in its discretion, may grant administrative leave in other circumstances.

## ARTICLE 36. HOLIDAYS

36.1 The following days are paid holidays:

- |                                |                                     |
|--------------------------------|-------------------------------------|
| -Martin Luther King's Birthday | -National Presidential Election Day |
| -Presidents' Day               | -Thanksgiving Day                   |
| -Memorial Day                  | -Friday Following Thanksgiving Day  |
| -Independence Day              | -December 25 through January 1      |
| -Labor Day                     |                                     |

36.2 If a paid holiday falls on a Saturday, the holiday will be observed the preceding Friday. If a paid holiday falls on a Sunday, the holiday will be observed the following Monday. This section does not apply to the holiday period from December 25 through January 1.

36.3 If a paid holiday occurs while an employee is on vacation leave, the holiday will not be charged against accrued vacation.

36.4 In order to receive holiday pay, employees must work the regularly scheduled hours, or be on paid leave status, on the day preceding and the day following the holiday.

36.5 Part-time employees will receive holiday pay only for holidays on which they would normally be scheduled to work, and only for their regularly scheduled hours.

36.6 Paid holidays on which the employee does not work do not count as time worked for purposes of calculating overtime for the week.

36.7 Each employee's birthday shall be a holiday for that employee. If the employee's birthday falls on a weekend or on another holiday, the employee will be credited with an alternate holiday to be taken within one month of the employee's birthday.

## ARTICLE 37. COMPENSATION

37.1 Wages

Wages are frozen until August 16, 2010.

There will be a non-strikeable re-opener on August 16, 2010 on possible wage increase only. Time allocated for negotiations will be one (1) – 8 hour day and one (1) – 8 hour day with mediator if necessary.

37.2 Overtime for Non-Exempt Employees

- a. Whenever operational demands require, ANA has the right to require employees to work overtime.

- b. Whenever possible, ANA will notify the employee at least twenty-four (24) hours in advance of required overtime. Overtime will be distributed by area of work responsibility or by project-based or skill-based considerations. Otherwise, overtime will be distributed first to volunteers within the department by seniority. In the absence of volunteers, overtime will be distributed in reverse seniority.
- c. An employee in a position that is governed by the overtime requirements of the Fair Labor Standards Act (“non-exempt employee”) will be paid overtime at the rate of one and one-half (1 1/2) times the employee’s regular hourly rate for all hours worked in excess of 36.25 hours in a workweek.
- d. A non-exempt employee required to work overtime on a Sunday or on a holiday will be paid double time at the rate of two (2) times the employee’s regular hourly rate.
- e. Except as provided in Section 37.2.f, below, overtime generally must be approved in advance by the employee’s immediate supervisor or his or her designee.
- f. In unanticipated circumstances in which obtaining such prior approval is not feasible, an employee may self-determine to work extra hours. In such situations, the employee must notify the supervisor the following day. Any unreasonable use of self-determined overtime may result in disciplinary action.

### 37.3 Compensatory Time for Non-Exempt Employees

- a. In lieu of overtime in accordance with Section 37.2 of this Article, an employee, at his or her option, may elect to take compensatory time for hours worked in excess of 36.25 in a workweek.
- b. Compensatory time will be calculated at the rate of one and a half (1 ½) hours of compensatory time for each hour worked in excess of 36.25 in a work week.
- c. An employee must use compensatory time before the end of the pay period within which the compensatory time was earned.

### 37.4 Shift Differential for Non-Exempt Employees

A non-exempt employee will be compensated at a rate of five percent (5%) above the otherwise applicable rate for any day, Monday through Friday, on which the employee’s regularly scheduled work period commences before 6:00 a.m. or ends after 9:00 p.m. The differential applies to the entire work period.

### 37.5 Travel Time by Non-Exempt Employees

- a. A non-exempt employee will be paid for travel time if the employee is required to travel outside of the scheduled day or the scheduled workweek.
- b. Travel time excludes ground transportation to and from home and airport, but includes travel to and from airport and hotel.

- c. If a non-exempt employee is afforded time to travel during the scheduled work day or scheduled work week and elects to travel in the evenings or on weekends, the employee will not be paid for such travel time.
- d. Travel time between a non-exempt employee's home and a local event is not work time.
- e. Should ANA provide a non-exempt employee with a hotel room in connection with an event:
  - 1) transportation to and from hotels and meetings at the beginning and end of the work day at an event is not work time; and
  - 2) the work day begins when the employee reports to his or her assigned area(s) and begins work as scheduled.

### 37.6 Weekend and Holiday Work

#### a. Non-exempt Employees

- 1) A non-exempt employee will be compensated at a rate of five percent (5 %) above the otherwise applicable rate for any Saturday or Sunday the employee is regularly scheduled to work.
- 2) A non-exempt employee who is required to work a Saturday, Sunday or holiday will be paid for a minimum of four (4) hours.

#### b. Exempt Employees

- 1) When an exempt employee is assigned to work on a Saturday or Sunday on which the employee is not regularly scheduled to work or is assigned to work on a holiday, the employee will be entitled to take time off on a day-for-day basis. This provision applies to meetings of organizational units which the employee is scheduled to attend, out-of-town meetings or speaking engagements, and events at which the employee is directed to work.

The work assignments are not limited to meetings or speaking engagements. "Events" include projects, deadlines and other assignments.

- 2) Time off under this section must be taken in full day increments and within four (4) months of the pay period in which the Saturday, Sunday or holiday is worked.

## ARTICLE 38. COMPENSATION COMMITTEE

### 38.1 SALARY ADMINISTRATION POLICIES

#### OVERVIEW

It is the intent of the American Nurses Association (ANA) and the Washington-Baltimore Newspaper Guild-Association Staff Union (WBNG-ASU) to establish and maintain a set of policies that will result in paying employees fairly and competitively in accordance with the skills and the degrees of responsibility required in their jobs. These policies are determined and implemented through the collective bargaining process and publicized through established salary grades with salary ranges for both exempt and non-exempt employees, as well as other defined processes and procedures. The salary grades provide for different rates of pay for jobs requiring different degrees of responsibility, experience, skills and knowledge.

#### OBJECTIVES

1. To establish an impartial and systematic basis for relating pay to job responsibilities and requirements.
2. To develop competitive pay practices that will attract, retain and motivate collective bargaining unit employees.
3. To institute and maintain salary administration policies which are consistent with the collective bargaining agreement and applicable laws and encourage internal equity and consistency.
4. To provide career growth and advancement opportunities.
5. To administer a compensation program that is competitive with ANA's labor market and industry.

#### DEFINITIONS

Salary Grade - a salary level assigned to a job which reflects the value of the job relative to the value of other jobs in the organization. The salary grade for a particular job is determined by the job evaluation process.

Salary Range - the span in dollars from minimum to maximum assigned to each salary grade,

Salary Structure - an array of salary grades showing the salary ranges of the grades and the jobs assigned to the grades.

Exempt Employees - bargaining unit employees who are exempt from the overtime provisions of the Fair Labor Standards Act.

Non-exempt Employees - bargaining unit employees who are subject to the overtime provisions of the Fair Labor Standards Act.

Promotion - occurs when a bargaining unit employee assumes a different job at a higher salary grade.

Lateral Transfer - occurs when a bargaining unit employee voluntarily moves to or is involuntarily assigned to a job carrying the same salary grade as his or her current job.

## **RESPONSIBILITY**

The American Nurses Association and the Washington-Baltimore Newspaper Guild-Association Staff Union have overall responsibility for the development and administration of these policies via their mutual collective bargaining agreement. ANA and WBNG-ASU may delegate their responsibilities. It is currently envisioned that a joint Compensation Committee will develop and administer most aspects of these policies. The ANA/WBNG-ASU Labor-Management Committee will also consider labor-management matters raised by either party relating to the interpretation and application of the collective bargaining agreement and other matters. The Labor-Management Committee and Compensation Committee will coordinate topics to be considered by each.

## **GRIEVANCE**

The compensation system and the jobs assigned to each grade by the Compensation Committee are not subject to the grievance and arbitration procedure. In those instances when the content of a job changes significantly, the procedure outlined below in "Evaluation of Existing or New Jobs" will be followed, and the job will be sent to the Compensation Committee for evaluation and grading.

## **NEW HIRE SALARY POLICY**

The starting salary for a job will be determined and communicated to the applicant by the ANA Human Resources department. Starting salaries for new hires will be determined by the value of the job being filled, the individual's qualifications for the job, and the salary relationship to other employees in that salary grade. Starting salaries for individual(s) with the required minimum qualifications should be between the minimum and the 25th percentile of the range. Starting salaries for individuals with directly related qualifications over and above the minimum qualifications may be over the 25th percentile up to the midpoint with written notification submitted to WBNG-ASU within ten (10) days of hiring the new employee.

Starting salaries for prospective employees who possess special expertise in areas that are in scarce supply in the marketplace may be higher than the midpoint of the salary range, but must be approved by the Executive Director with notification to WBNG-ASU. If this would cause internal equity problems in relation to the salary(s) of a current employee(s) in the same job with similar expertise and experience and whose performance is satisfactory, the salary(s) of the current employee(s) will be adjusted to equal that of the incoming candidate.

## **EVALUATION OF EXISTING OR NEW JOBS POLICY**

As referenced in the current ANA/WBNG-ASU contract, it is the responsibility of ANA to assign and determine the job content and the methods by which work is to be performed for any job. However, to encourage a cooperative working environment, the employees and their supervisors should discuss the content of the employee's job at least once a year and assure that the job description is current and accurate. In those occasions when significant changes have occurred to the bargaining unit employee's job, the manager in consultation with the employee will submit a jointly signed revised job description to the ANA Human Resources Director who, in turn, will submit it to the Compensation Committee for evaluation at their next scheduled meeting.

All new jobs will be submitted to the Compensation Committee for evaluation at their next regularly scheduled meeting. In the event that a job needs to be filled immediately, the Compensation Committee will hold a special evaluation meeting.

The Compensation Committee will hold regularly scheduled evaluation meetings on company time approximately on the calendar quarter.

The Compensation Committee will evaluate jobs using the evaluation system developed by the Compensation Committee.

The Compensation Committee will attempt to resolve all issues by consensus. In the event an issue is unresolved within ten (10) working days, the Committee will inform the Executive Director who will be the final arbiter of any unresolved issues in a hearing process. The executive director will inform the petitioner in writing of her/his decision within ten (10) working days.

## **SALARY STRUCTURE POLICY**

The salary structure includes a salary scale, a salary range for each grade, and the jobs assigned to each grade. The salary scale includes a midpoint, minimum, maximum, and the first and third quartiles for each grade. The salary range for each grade represents the difference between the minimum and the maximum points of each grade.

## **PROMOTION POLICY**

A promotion occurs when a bargaining unit employee assumes a different job at a higher salary grade. The ANA Human Resources department will follow the "New Hire Salary" policy in determining an employee's promotional increase into a higher grade. If it is a one (1) grade promotion, the minimum salary increase is 7.5%. If it is a two (2) grade promotion, the minimal increase is 10%. If it is a three (3) or more grade increase, the minimal increase is 12.5%.

## **TRANSFER POLICY**

### Transfer to Lateral Job

A lateral transfer occurs when a bargaining unit employee voluntarily moves to or is involuntarily assigned to a different job carrying the same salary grade as his or her current job. Employees who transfer laterally will retain the pay rate for the job previously held.

### Transfer to a Lower Grade Job

A transfer to a lower job occurs when an employee moves from his or her current job to a job in a lower grade. If the transfer to a lower grade job is voluntary or involuntary, the employee will retain the pay rate for the job previously held. The employee's pay rate will be maintained until the maximum pay rate of the salary range of the new job exceeds the employee's current pay rate. This does not apply to disciplinary demotions.

## **ARTICLE 39. ON CALL**

- 39.1 ANA reserves the right to require an employee to be "on call," i.e. outside of his or her regular work schedule, to carry a pager or cellular phone and be available on short notice to come into work outside his or her normal work schedule and/or be available for telephone consultation.
- 39.2 Any employee who is scheduled to be on call for the entire month will receive a pay differential of three hundred (\$300) per month. This will be in addition to any payments to which the employee is entitled under Sections 39.4 and 39.5 below.
- 39.3 Any employee who is on call on a periodic basis will receive a pay differential of thirty dollars (\$30) per day. This will be in addition to any payments to which the employee is entitled under Sections 39.4 and 39.5 below.
- 39.4 Exempt employees will be paid a one time per day payment of thirty dollars (\$30) for each day they return to work or provide telephone consultation(s) for one-half hour or more. During the Biennial House of Delegates, however, they will receive payment only under Section 39.6, below.
- 39.5 Non-exempt employees who are required to return to work will be paid for no less than two (2) hours on days within their regular workweek. If they are required to return on days outside of their regular workweek, they will be paid for no less than four (4) hours. They will be compensated at their regular hourly rate or at the applicable overtime rate. Or they will be permitted to take compensatory time as provided in Article 37 (Compensation) of this Agreement.
- a. For purposes of this provision, travel time to and from ANA will be treated as work time.
- 39.6 For the period of the Biennial House of Delegates, employees who are required to be on call for carrying a pager and/or a cellular phone in connection with that event will receive a pay differential of thirty dollars (\$30) per day. Employees receiving payment under Section 39.2, above, are not entitled to this payment.

- a. Due to the exceptional and infrequent nature of these meetings, no additional pay will be provided to exempt staff who responds to a call.
- b. Non-exempt employees who are required to return to work will be paid at their regular hourly rate or at the applicable overtime rate, or will be permitted to take compensatory time as provided in Article 37 (Compensation) of this Agreement.

39.7 In the event ANA requires an employee to carry a pager or cellular phone, ANA will pay for all ANA-related expenses in connection with the pager or cellular phone.

#### **ARTICLE 40. TRAVEL AND BUSINESS EXPENSES**

40.1 All employees have a responsibility to conserve ANA resources and make every effort to minimize travel expenses. Travel time will be considered in the work schedule to minimize long work days.

40.2 ANA will reimburse employees for reasonable travel and business expenses.

##### 40.3 Travel Advances

- a. Requests for travel advances will be submitted to the employee's immediate supervisor.
- b. Requests for travel advances must be limited to estimated out-of-pocket costs.
- c. Where feasible, employees will request travel advances at least two (2) weeks before departure.
- d. ANA will grant only travel advances that are requested timely.
- e. No travel advance will be granted to an employee who is delinquent in submitting a request for reimbursement for prior expenses.

##### 40.4 Request for Reimbursement

- a. Absent extenuating circumstances, all requests for travel and business expense reimbursement must be submitted within four (4) weeks after the expense is incurred. Failure to submit a timely request for reimbursement may be grounds for denial.
- b. Reimbursement payments generally will be made no later than three (3) weeks following submission of the request to accounts payable after signature by the employee and approval by the appropriate supervisor.

##### 40.5 Travel and Accident Insurance

ANA will provide travel insurance for all employees who travel on ANA business except when traveling in aircraft operated, owned or leased by the employee or in other noncommercial aircraft.

#### 40.6 Lodging

- a. Whenever possible, employees should stay in hotels with which ANA has negotiated special rates.
- b. Where two (2) or more employees are traveling, single rooms shall be the rule but double room accommodations may be requested by the employees.

#### 40.7 Telephone Charges

- a. Employees will be reimbursed for documented telephone expenses that are related to ANA business purposes.
- b. A telephone credit card will be issued to all employees for whom travel is an expected part of the job. All such employees will charge all business-related telephone calls to the credit card.
- c. An employee on travel for ANA business will be reimbursed for 20 minutes of personal phone calls per day.
- d. ANA will reimburse employees for ANA business calls made to and from personal cell phones while on travel.

#### 40.8 Miscellaneous

Reasonable photocopying, postage, and other miscellaneous business-related expenses required in the course of conducting ANA business will be reimbursed.

#### 40.9 Per diem

Employees shall be paid the current federal per diem rate to cover the cost of meals, tips, and laundry and dry cleaning expenses. Employees on travel six (6) or more consecutive days will receive an additional ten dollars (\$10) per day retroactive to the first day. This ten dollars (\$10) is taxable to the extent the law requires.

#### 40.10 Local Travel

Travel to and from the meeting location will be reimbursed. On the weekdays employees will be reimbursed from ANA as the point of origin and return. On weekends and holidays, the employee's home will be used as the point of origin and return.

Employees will receive the federal per diem according to the following schedule:

- If assigned to stay at the meeting property overnight, employees will be entitled to the full per diem.
- If employees are assigned to work more than 7.25 hours and beyond 5pm, employees will be entitled to the dinner per diem.

- If assigned to work more than 7.25 hours but the assignment ends at 5pm or earlier, employees will be entitled to the lunch per diem.
- If you work past 5pm but less than or equal to 7.25 hours, employees will receive the dinner per diem.
- If you work less than or equal to 7.25 hours and not after 5pm, employees will receive no per diem.
- If employees are assigned to work more than 10 hours, employees will receive 90 percent of the full per diem
- If ANA provides a meal, that meal per diem will be deducted from any per diem provided under this section.

#### 40.11 Business Meals and Entertainment

If the expenses are approved in advance by an employee's supervisor, the employee will be reimbursed for reasonable meal and entertainment expenses paid for by the employee who is hosting official ANA business.

40.12 All requests for reimbursement must be accompanied by original receipts.

#### 40.13 Transportation

This section applies to transportation arranged for individuals.

- a. All transportation arrangements must be made through American Nurses Travel Service.
- b. Airfare penalties will be reimbursed if travel plans must be changed due to ANA business.
- c. Air/Rail Travel. Travel will be in coach, economy class or the lowest practical fare readily available using the most direct route.
- d. Personal Car Travel. Employees who use their own car for ANA business travel will be reimbursed at the current federal per mile rate.
- e. Car Rental. Car rental for ANA business travel must be approved in advance. The class of car should be the most economical consistent with trip requirements.
- f. Ground Transportation/Limousine/Taxi (Local and Remote). Whenever possible employees will use the least expensive type of ground transportation available.
- g. Parking Fees and Tolls. ANA will reimburse employees for necessary parking fees and tolls.
- h. If an employee must return home in the event of an emergency which has been reported to the employee's supervisor, ANA will cover any added expense.

#### 40.14 Credit Cards

- a. Any employee who is expected to travel on a regular basis as a part of his or her job will be reimbursed for the cost of an SNA/CMA/ANA credit card.
- b. ANA will not require any bargaining unit employee to use their personal credit card for ANA business.

### **ARTICLE 41. MOVING EXPENSES**

41.1 Any employee who ANA requires to relocate is eligible for reimbursement of certain expenses incurred as a result of relocation from his or her residence.

#### 41.2 Travel

- a. The employee can elect either of the following:
  - (1) Air Transportation. ANA will pay for the employee and his or her legal dependents at coach airfare for the most direct route to the new residence from the former residence plus cab fare at both ends of the trip. Airfare must be procured through the ANA travel agent.
  - (2) Ground Transportation ANA will pay the sum of (a), (b) and (c), below, to the extent the sum does not exceed the sum in Section 41.2.a(l), above.
    - (a) Mileage. ANA will pay mileage at the Federal mileage reimbursement rate in effect at the time of the trip for the number of miles required to drive between the former and new residences using the most direct route.
    - (b) Accommodations. ANA will pay for accommodations if the trip exceeds 500 miles. The accommodations will be paid at actual out-of-pocket cost not to exceed one hundred dollars (\$100.00) per night with a maximum of three (3) nights.
    - (c) Food. ANA will pay a food allowance of fifty dollars (\$50.00) total per day for the employee and legal dependents.
- b. After the employee's arrival at the new residence, ANA will not pay reimbursement for any additional hotel, transportation, food or other costs while the employee seeks permanent housing.
- c. In order to be reimbursed for eligible expenses, the employee must complete a travel reimbursement form and submit any airline ticket receipts or other required documentation to Human Resources for approval.

### 41.3 Moving and Storage Expenses

- a. Subject to the limitations described in Section 41.3.e, below, ANA will pay for the cost of moving household goods, including the cost of transporting one (1) automobile.
- b. The employee is responsible for obtaining two (2) bids from moving companies, or if the employee wishes to self-move, one (1) bid from a moving company and the proposed costs of the self-move.
- c. ANA has the right to choose between the two (2) bids, including choosing the least expensive bid. ANA also has the right to reject both bids and contract directly with a third moving company.
- d. Any reimbursement to an employee will be based upon submission to Human Resources of appropriate documentation.
- e. The sum of all moving and storage expenses will be limited to:
  - (1) three thousand dollars (\$3,000.00) for relocations of less than 1,000 miles; or
  - (2) five thousand dollars (\$5,000.00) for relocations of more than 1,000 miles.

41.4 If an employee voluntarily leaves ANA prior to the completion of one (1) year of continuous service after the relocation, the employee must reimburse ANA on a prorated basis for all transportation and moving expenses paid under this Article.

41.5 This Article does not apply to any relocation of ANA of its headquarters within a fifty (50) mile radius of Washington, D.C.

## **ARTICLE 42. INSURANCE**

### 42.1 Health Insurance

- a. ANA will provide health and dental insurance programs for all full-time and part-time employees working twenty (20) hours or more per week, their domestic partners, and eligible dependents. Employees who job share pursuant to Article 28 (Job Share) of this Agreement will be entitled to these programs in accordance with Sections 28.3 and 28.4 of that Article.
- b. Coverage for eligible employees is effective on the first day of the month following the date of employment. Employees employed on the first day of the month are eligible immediately.
- c. Dental coverage includes oral surgery, preventive care, diagnostic, restorative and orthodontia benefits.

- d. ANA and the full-time employee will share the cost of these health and dental benefits. For the period February 15, 2009 through March 31, 2011, the employee's contribution will remain as those in effect in the 2006-2009 ANA/ASU-WBNG Agreement. For the period April 1, 2009 through February 14, 2011, employees will be entitled to choose either the HMO Plan, POS Plan or PPO Plan. That election will be made during the annual open enrollment period. The employee's contribution will be paid through payroll deduction, in the following amounts per month:

(1) HMO Plan

- (a) individual coverage;

i. Effective April 1, 2009, \$10.00 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

- (b) individual plus one coverage;

i. Effective April 1, 2009, \$115.50 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

- (c) family coverage;

i. Effective April 1, 2009, \$202.50 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

(2) POS Plan

- (a) individual coverage;

i. Effective April 1, 2009, \$33.50 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

- (b) individual plus one coverage;

i. Effective April 1, 2009, \$159.00 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

- (c) family coverage;

i. Effective April 1, 2009, \$266.50 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

(2) PPO Plan

(a) individual coverage;

i. Effective April 1, 2009, \$71.00 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

(b) individual plus one coverage;

i. Effective April 1, 2009, \$234.00 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

(c) family coverage;

i. Effective April 1, 2009, \$371.50 per month

ii. Effective April 1, 2010, the 2009 employee contribution plus 50% of the premium increase or decrease

- e. The employee's contribution will be paid on a pre-tax basis to the extent allowed by law.
- f. Insurance benefits provided under this Article will be the same as or equivalent to the benefits provided on April 1, 2006. However, if the carrier changes benefits, ANA and WBNG-ASU will meet to discuss how to respond to the changes.
- g. Part-time employees scheduled to work twenty (20) hours or more per week must pay fifty percent (50%) of the premium for whatever coverage they elect.
- h. Employees whose employment with ANA terminates will be afforded the opportunity to continue health insurance in accordance with the Comprehensive Omnibus Budget Reconciliation Act (COBRA).
- i. The Labor-Management Committee will examine how the health insurance plan and the 401(k) Plan meet the needs of ANA employees.

ANA and WBNG-ASU agree that the purpose of the joint committee/task force addressing the matter of health insurance will be to:

- a) assess employee satisfaction and needs with the current plan

b) evaluate other plan options both within and outside of the current health plan

c) identify and recommend reasonable and appropriate changes that:

1) improve and do not diminish the current level of benefits

2) do not result in significant additional costs to ANA

The parties agree that the joint committee/task force addressing the matter of the 401(k) plan shall not consider the matter of employer contributions to the 401(k) other than that included in this agreement.

j. Retiree Health Insurance. To the extent permitted by law:

(1) Employees who retire directly from ANA after January 2004 (that is, begin receiving benefits under ANA's defined benefit plan or 401(k) plan) after fifteen (15) years of continuous full-time service and who are eligible for Medicare will be eligible to participate in ANA's Health Plan, for individual coverage.

(2) The participant will pay the full amount of the monthly cost for coverage. Prescription coverage will require a \$500 deductible per person and provide a maximum benefit of \$5,000 per person per year. Effective January 2004, prescription co-pays will be \$10 or 10% of cost whichever is greater for generic and \$20 or 20% of cost whichever is greater for brand name drugs. Effective January 2005, prescription co-pays will be \$15 or 15% of cost whichever is greater for generic and \$25 or 25% of cost whichever is greater for brand name drugs.

k. If ANA is seriously considering changing health insurance carriers, it will discuss the matter with WBNG-ASU.

#### 42.2 Life Insurance

For full-time employees and part-time employees scheduled to work twenty (20) hours or more per week, ANA will provide group life insurance coverage equal to two times the employee's yearly base wages up to a maximum of \$300,000. If that coverage amount for an employee is less than \$300,000, the employee, through payroll deduction, may pay at the ANA group rate for additional insurance up to a total coverage of \$300,000.

#### 42.3 Long-Term Disability Insurance

ANA will provide a long-term disability plan to ensure income protection for full-time employees and part-time employees who are scheduled to work twenty (20) hours or more per week who become totally disabled as a result of accident or illness for longer than twelve (12) weeks. Provided eligibility requirements are met, the benefit will be  $66 \frac{2}{3}$  of the employee's base wages.

#### 42.4 Flexible Spending Accounts

ANA will make available to all employees flexible spending accounts for dependent care and medical care.

#### 42.5 Employee Benefits Education

The parties recognize the importance of a workforce educated around employee benefit matters. HR will schedule and coordinate appropriate educational sessions on employee benefits.

### **ARTICLE 43. PENSIONS**

43.1 All employees generally are eligible to participate in two (2) ANA pension Plans, subject to the requirements of those Plans: the American Nurses Association Retirement Plan (“Retirement Plan”) and the American Nurses Association Retirement and Savings Plan and Trust (“401(k) Plan”).

43.2 The terms of the Retirement Plan and the 401(k) Plan are controlled by the Plan Document for each Plan and by law. This Article is intended as a general description of the Plans and is not intended to change or supersede the Plan Documents or the law in any way. To the extent the description contained in this Article conflicts in any way with the Plan Documents or with governing law, the terms of the Plan Documents and the law control.

#### 43.3 Retirement Plan

- a. Employees with at least one (1) year of service with at least one thousand (1,000) hours worked during a consecutive twelve (12) month period are eligible to participate and will be enrolled automatically.
- b. Annual benefits at normal retirement will be the sum of (1) and (2), below:
  - (1) Benefits for service before January 1, 1994 will be calculated according to the formula in effect at that time.
  - (2) For employees hired prior to July 1, 2006, for each plan year of service after January 1, 1994 in which the employee worked at least one thousand (1,000) hours, the employee will earn a benefit equal to two percent (2%) of pay earned during the year.
  - (3) For employees hired after July 1, 2006, for each plan year of service in which the employee worked at least one thousand (1,000) hours, the employee will earn a benefit equal to:
    - a. For the first 5 years of employment, 1.3% per year
    - b. For years 6-10 of employment, 1.5% per year

- c. For years 11-15 of employment, 1.75% per year
- d. For years 15 and greater, 2.0% per year
- e. Total cumulative service will not exceed 25 years.
- c. Benefits will be paid at the time of the employee's retirement.
- d. Pre-retirement withdrawals and/or loans are not allowed.
- e. ANA will make all contributions necessary to fund this Plan. There are no employee contributions.
- f. For employees hired prior to July 1, 2006, vesting will occur when either:
  - (1) the employee has at least five (5) years of service with ANA with at least one thousand (1,000) hours worked in each year; or
  - (2) the employee has attained the age of fifty-five (55) and is still employed at ANA.
- g. For employees hired after July 1, 2006, vesting will occur when the employee obtains at least five (5) years of service with ANA with at least one thousand (1,000) hours worked in each year.

#### 43.4 401(k) Plan

- a. All employees scheduled to work at least one thousand (1,000) hours in a plan year are eligible to participate in the Plan as of the first day of the calendar quarter following employment at ANA.
- b. Benefits
  - (1) To the extent the employee's benefit is vested as described in Section 43.4(d) of this Article, an employee, upon separation from employment with ANA, may take his or her vested account balance, with the following options:
    - (a) roll the vested account balance to another employer's qualified plan, if that plan accepts rollovers;
    - (b) roll the vested account balance to a personal Individual Retirement Account;
    - (c) take a lump sum distribution of the vested account balance, which is taxable; or
    - (d) leave the vested balance in the Plan.

c. Contribution

- (1) Contribution levels are limited by Internal Revenue Service regulations, but generally will be as follows:
  - (a) ANA will contribute three percent (3%) of the employee's pay as a "basic contribution."
  - (b) The employee can elect to contribute from one percent (1%) to fifty percent (50%) of pay or his or her IRS contribution limit, whichever is applicable. The employee also can elect to make no contribution. Elections can be changed quarterly.
  - (c) If the employee contributes, ANA will match each employee contribution dollar with a fifty (50) cent contribution up to a maximum of the employee's contribution of four percent (4%) of pay ("matching contributions").
  - (d) When combined, ANA contributions under subsections (a) and (c), above, will not exceed five percent (5%) of the employee's pay.

d. Vesting

- (1) Employees are vested immediately as to their contributions.
  - (2) Employees are vested immediately as to the ANA "basic contribution."
  - (3) Employees are vested as to the ANA "matching contributions" after working one thousand (1,000) hours in each of two (2) plan years.
- e. Withdrawals prior to the employee's separation from employment and loans are available under the circumstances and terms described in the Plan Document. The maximum amount an employee can borrow is half the vested account balance or fifty thousand dollars (\$50,000.), whichever is less.
- f. For purposes such as investment selections, forms, notices, reports, and others, ANA will operate the Plan in a manner similar to the manner in which it was operated on the effective date of this Agreement.

Employees who terminate with account balances less than or equal to five thousand dollars (\$5,000) will automatically receive a lump-sum cash-out.

#### **ARTICLE 44. EMPLOYEE ASSISTANCE PROGRAM**

- 44.1 ANA will continue the ongoing Employee Assistance Program (EAP) (defined as a professional short-term counseling service offered to employees which includes assessment, information, outside referral

and monitoring), which will be administered by ANA and conducted by a qualified professional contractor.

- 44.2 ANA will maintain confidentiality of any and all records or reports which contain information on individual employee referrals to the EAP. Information as to the individual employee will not be made available to managers, supervisors, or directors without the consent of the employee except as necessary to monitor compliance with any treatment program.

## **ARTICLE 45. EDUCATION**

ANA and WBNG-ASU share the goal of maximizing the contribution of all employees to fulfill the mission and plans of ANA and its subsidiaries, affiliates, and members. Thus, growth and development is expected of all employees and should come through various means, both formal and informal. To facilitate the accomplishment of this goal:

- 45.1 Orientation will be provided as detailed in Article 21 (Orientation) of this Agreement.

45.2 In-service Training

In-service training is voluntary and/or mandatory training provided by ANA primarily to address the needs of the organization, and will be provided and paid for by ANA as ANA deems necessary. ANA, in its discretion, has the right to determine the participants for any in-service training, provided, however, that inclusion in mandatory "All Staff" training of staff based in the field at ANA's direction will be governed by paragraph 19 of the Field Staff Agreement. Given the nature of or importance to ANA of some training, ANA may require attendance by some or all employees for particular in-service training.

45.3 Cross-Training

- a. Cross-training is training that an employee receives in tasks other than those to which he or she is normally assigned. Employees will be expected to understand and be capable of accomplishing a variety of tasks not usually assigned to them. Therefore, cross-training will be encouraged where time allows and where it does not create a conflict for either the person receiving or giving the cross-training. Consistent with the foregoing, ANA may assign cross-training, and opportunities for cross-training will not be unreasonably denied to an employee seeking cross-training.
- b. A cross-training plan will be developed jointly by the supervisors and the employees involved.

45.4 Career Development

- a. Career development is training designed to enhance an individual employee's professional development related to the work of ANA.

- b. ANA will provide four (4) days of paid educational leave for each employee's attendance at and participation in outside career development activities of the employee's choice. Non-exempt employees must use the leave in no less than one-half day increments.
  - (1) Approval for such leave rests with the employee's immediate supervisor.
  - (2) Unused career development leave may not be carried over from year to year.
- c. Each employee is entitled to financial assistance for the cost of the training, including any materials offered wherein a workshop/seminar does not exceed the total amount of the workshop/seminar, or the allotted financial assistance up to three-hundred (\$300) dollars per year. Funds under this section may be carried over for one (1) year with notification to HR. At the end of the third quarter, employees shall notify HR of their intent to either use the training funds (if not already used) in that training year, to not use the funds at all, or to carry them over to the next year. An employee may exercise this carryover option once during the life of this agreement.
- d. Such career development will only be provided for a non-probationary employee who has been at ANA for at least one year. It is understood that all career development activities will be scheduled at times that are mutually agreed upon by the employee and his or her supervisor. ANA may also provide for additional time off and/or financial assistance based on ANA's needs.
- e. No employee is entitled to compensatory time for career development. However, an employee may substitute compensatory time for his or her four (4) days of paid educational leave for career development on non-work days.

#### 45.5 Tuition Assistance

- a. Tuition assistance will be provided for any accredited undergraduate degree program, any accredited vocational or technical program, any undergraduate course from an accredited institution, and/or any graduate or post-graduate degree programs or courses from accredited institutions that relate to the work of ANA, subject to the limitations set forth below.
- b. An employee who wishes to enroll in course work outside of an accredited institution or accredited vocational/technical school may apply to the Executive Director for approval of reimbursement. Such application will be made in writing, include a completed tuition assistance request form and must be made substantially in advance of any enrollment deadlines.
- c. Regular full-time employees will be reimbursed for eighty percent (80%) of tuition costs and books, up to four thousand (\$4,000) per employee per year, with a yearly maximum for all employees of thirty thousand dollars (\$30,000). If the full four thousand (\$4,000) and/or the full thirty thousand dollars (\$30,000) is not used in a given year, the balance(s) will not be carried over to the following year.

- d. Such study will be undertaken by the employee outside the regular work hours, unless at the discretion of ANA, the study is of such significance that a reasonable degree of release time is justified.
- e. To be eligible for tuition assistance an employee must:
  - (1) Be a non-probationary employee who has completed at least one (1) year of employment with ANA and whose last performance evaluation indicated that the employee meets or exceeds requirements for his or her job.
  - (2) Enroll in the course after employment with ANA;
  - (3) Provide written application, including name of course(s), amount of tuition, fees and books, and the name of the institution/school prior to enrollment;
  - (4) Provide evidence of a “C” or better grade for undergraduate course work, or a “B” or better grade for graduate course work, or “Pass” for pass/fail course work; and
  - (5) Provide a receipt documenting payment of tuition, fees and/or payment for books.
- f. ANA reserves the right to limit the number of courses for which an employee may seek tuition assistance if, in the judgment of ANA, the employee’s educational study interferes with the employee’s ability to render satisfactory performance. This does not preclude ANA from dealing with any performance problems through other means contractually available.
- g. As a condition of receiving tuition assistance, employees with fewer than five (5) years of service will agree in writing that if they voluntarily leave ANA's employ, they will repay ANA for any tuition assistance received within the past year, and authorize ANA to deduct any such repayment from the employee's final check(s). This repayment obligation does not apply to employees who voluntarily accept a layoff or who resign in lieu of termination of employment. Employees with five (5) years or more of service will not have to repay ANA for any tuition assistance received within the past year.
- h. At any time, the union may raise concerns about either the individual or overall limits for tuition reimbursement and management will consider raising those limits for subsequent budget years.

#### **ARTICLE 46. INTERNAL AFFAIRS**

WBNG-ASU will endeavor to not interfere with or inject itself into the internal affairs of ANA, its subsidiaries and/or any SNA/CMA.

#### **ARTICLE 47. ALTERATION/WAIVER OF AGREEMENT**

47.1 No employee or group of employees shall have the right to alter or waive any provision of this Agreement. This Agreement may be altered or waived only by the mutual consent of WBNG-ASU and ANA, and then, only in writing dated and signed by the parties hereto. The President of

WBNG-ASU and/or his or her designee have the authority to act on behalf of WBNG-ASU. The Executive Director of ANA and/or his or her designee have the authority to act on behalf of ANA.

- 47.2 In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, or of any ruling or regulation of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

#### **ARTICLE 48. SUCCESSORS AND ASSIGNS**

- 48.1 Subject to appropriate confidentiality agreements, before any sale, spin-off, merger, assignment, or any other change in name or ownership, ANA shall advise WBNG-ASU in writing, with as much advance notice as possible, of the contemplated sale, spin-off, transfer, merger, assignment, or other change in name or ownership.
- 48.2 In the event of such a contemplated transaction, ANA shall meet with WBNG-ASU to receive input concerning the transaction. ANA also shall use its best efforts to have the other party to the transaction similarly meet with WBNG-ASU.
- 48.3 The parties acknowledge their obligation to engage in effects bargaining as required by law. The parties further agree to meet and confer concerning successorship and/or assigns issues.

#### **ARTICLE 49. METROCHEK AND PARKING**

- 49.1 ANA will continue to make Metrochek available to employees at their expense using pre-tax dollars.
- 49.2 ANA will continue to implement as IRS-conforming pre-tax salary deduction program for employee parking expenses incurred in commuting to work. Employees will be allowed to have deducted from payroll the maximum amount allowable by the IRS.
- 49.3 ANA will hold a drawing each month among all bargaining unit and non-bargaining unit employees (including managers) who drive for one (1) parking space and Metrochek to be paid for by ANA.

#### **ARTICLE 50. DURATION**

- 50.1 This Agreement is effective February 15, 2009 and will continue in full force and effect until 11:59 p.m. on February 14, 2011, except as provided in Section 50.3, below.
- 50.2 If either party wishes to terminate or amend this Agreement, it shall give to the other party, at least ninety (90) days prior to February 15, written notice of intent to terminate or amend.
- 50.3 If neither party gives notice of intent to terminate or amend, this Agreement will continue in full force and effect from year to year after February 14, 2011, subject to termination or amendment upon at least ninety (90) days written notice by either party to the other party prior to February 15th of any subsequent year.

## **APPENDIX A. WBNG-ASU/ANA AGREEMENT ON FIELD STAFF**

1. ANA will provide a one (1) time only allowance of \$1500 to purchase appropriate office furnishings. On an annual basis, field staff may request additional furnishings through the standard capital budgeting process. No field person will be expected or assigned to office space within an SNA/CMA facility. ANA will also provide an annual stipend of \$400 for overhead costs of the home office.
2. ANA will pay the cost of installing, maintaining and servicing one telephone land-line into the office. One line will be dedicated fax and computer line. ANA will ensure that field staff may be reached at their home office through an 800 number.
3. ANA will provide all computer hardware and software for the home office use as well as maintenance/service of the package. The software will include Internet access and research use of the LEXIS/NEXIS system. ANA will also provide a compatible printer.
4. ANA will provide a fax/copier and other equipment, supplies and sundries as ANA deems is necessary for the field staff to use.
5. ANA will provide a cell phone for use of the field staff. ANA will cover costs for use of the phone during the field staff working hours.
6. ANA will provide an ANA sponsored credit card. The field staff is responsible for reconciling all expenses charged to that credit card, providing appropriate documentation and forwarding appropriate documentation in a timely fashion for final payment by ANA. This credit card is for business use only. Inappropriate use and/or non-timely submission of appropriate documentation are grounds for cancellation of the card.
7. ANA will provide a laptop for use on the road.
8. ANA will cover all business expenses for field staff to attend meetings/conventions or do work at the ANA or SNA/CMA offices. ANA will provide for the field staff expenses for any assigned labor liaison work as needed.
9. ANA will not unreasonably require field staff to work or attend meetings/conventions at the ANA or SNA/CMA offices more than thirty-five (35) days per year after the first year of employment.
10. ANA will provide for the field staff to be oriented to WBNG-ASU within the first three (3) weeks of work. ANA will then provide time and phone costs for the field staff to be conferenced into the WBNG-ASU meetings. ANA will work with WBNG-ASU to require work in the DC office at times that will overlap with WBNG-ASU monthly meetings so the field staff can attend the WBNG-ASU meetings. ANA will cover reasonable costs for one field staff to be involved on site with negotiations of the WBNG-ASU/ANA contract for a period not to exceed ten (10) days.
11. ANA will pay the federal per diem rate according to IRS guidelines plus the normal hotel costs for each day a field worker is away from the home office on ANA business. In addition, ANA will pay \$10 dollars travel differential per day for personal expenses for stays away from the home

office of more than five (5) days. This differential will be recorded on the time sheet and paid through the normal payroll process.

12. ANA will not require a field person to drive their personal automobile to any assignment over 100 miles one way and not require driving for any assignment over 200 miles one way.
13. ANA will provide transportation home for the field person after each twelve (12) days. ANA will pay the incurred transportation expenses not to exceed the cost of a round trip ticket. If it is not possible for the field person to get away from the work project, the field person can bring out a person for the same cost of the ANA ticket at ANA's expense. Such an arrangement must be made through the ANA travel agent and in accordance with ANA travel policies.
14. ANA will provide health insurance coverage for each field person with the per month cost as per the WBNG-ASU/ANA contract.
15. All expense, petty cash, advances and pay checks will be electronically deposited at the field staff request through the payroll process. Accounts Payable checks will be sent over night to the field staff if they cannot be electronically deposited. All checks will be processed expediently by ANA. All vouchers will be sent immediately to the field staff.
16. Any non-exempt field staff will be paid overtime for hours over 36.25 as per the WBNG-ASU/ANA contract. Non-exempt staff will be encouraged to take field work and be mentored for development into higher level field positions.
17. ANA field staff that are required to move their home office, reassigned to the DC office, restructured out of a field position, etc., would be offered moving expenses or a voluntary layoff. A voluntary layoff will be in accordance with the WBNG-ASU/ANA bargaining unit agreement.
18. ANA will notify field staff of all job postings by first-class mail, facsimile and/or E-mail bulletin board as vacancies are posted. In the case(s) that electronic posting does not work, applications will be accepted from field staff after the ten (10) day posting period and be given consideration over external candidate applications.
19. Field employees will coordinate vacation leave and other leaves as possible with their department so office coverage can be maintained as well as possible.
20. ANA will make reasonable efforts to ensure that all mandatory training/classes other than orientation will be arranged for the field staff at their convenience such as video access, electronic training, training on scheduled trips to ANA headquarters, etc. so field staff are up to date in ANA policies, procedures, etc. All ANA policies, procedures, rules, etc. will be sent in writing to the field staff.
21. Educational training classes and reimbursement will be available to field staff as per WBNG-ASU/ANA contract.
22. Electronic surveillance and workplace visitation will be on a scheduled basis unless a disciplinary situation arises. Should a disciplinary situation arise WBNG-ASU will be informed and representation will be afforded to the field staff.

23. All personnel records of the field staff employee will be copied and mailed upon request by overnight mail to the field staff for their review. The employee is allowed to respond in writing as per the WBNG-ASU/ANA contract agreement.
24. All other parts of the WBNG-ASU/ANA contract will be afforded to the field staff including health and safety, workers compensation, non-discrimination, etc.
25. Field staff will have voice mail and E-mail through the ANA system. Field staff are required to check their ANA voice mail for messages at least once per day during normal working days for the purposes of ensuring continued communication between the field staff and ANA headquarters.
26. Field staff are requested to return to ANA expediently upon their separation from the organization all items (e.g., computers) purchased by ANA and electronic and hard copies of all files at ANA's expense. All confidential ANA business files are the property of ANA.
27. Field staff are expected to maintain a quality set of records. At least one (1) time per month, a copy of all important electronic files or hard copies of files (if not available in electronics) are to be transmitted to ANA for record keeping purposes. The supervisor and the field staff will decide on what constitutes important files. ANA will provide training and maintenance in the use of all electronic equipment provided.
28. Annual evaluations will be conducted in person. Managers and employees will seek to conduct quarterly updates in person in conjunction with another in-person activity or event.
29. ANA may be required by the Internal Revenue Code and Treasury regulations to include certain allowances or reimbursements in employees' taxable wages. Employees should consult their tax advisors to determine whether some part or all of these amounts can be deducted on their tax returns.

**APPENDIX B. SALARY SCALE**

**SALARY SCALE**  
**WBNG-ASU BARGAINING UNIT EMPLOYEES**  
*Effective February 15, 2009*

<b><u>GRADE</u></b>	<b><u>MINIMUM</u></b>	<b><u>90%</u></b>	<b><u>95%</u></b>	<b><u>MIDPOINT</u></b>	<b><u>110%</u></b>	<b><u>MAXIMUM</u></b>
1	21,758	24,477	25,837	27,197	29,917	32,636
2	23,562	26,508	27,980	29,453	32,398	35,344
3	25,364	28,535	30,120	31,705	34,876	38,046
4	27,441	30,871	32,586	34,301	37,731	41,161
5	30,183	33,956	35,843	37,729	41,502	45,275
6	33,203	37,354	39,429	41,504	45,654	49,805
7	36,522	41,088	43,370	45,653	50,218	54,784
8	40,175	45,197	47,708	50,219	55,241	60,263
9	44,195	49,720	52,482	55,244	60,768	66,293
10	48,612	54,689	57,727	60,765	66,842	72,918
11	53,275	59,935	63,264	66,594	73,253	79,913
12	58,820	66,173	69,849	73,525	80,878	88,230
13	64,702	72,789	76,833	80,877	88,965	97,052
14	71,171	80,068	84,516	88,964	97,860	106,757
15	78,290	88,076	92,969	97,862	107,648	125,948



## Request for Compressed Work Week

I. To be filled out by each employee in department requesting compressed work week schedule and turned in with compressed week time schedule for department.

Name:

Exempt/Non-Exempt:

Job Title:

Department:

Manager:

Date Submitting Request to Manager:

How will your proposed schedule sustain or enhance your ability to get the job done?

What potential barriers could your changed schedule raise with:

External Customers? -

Internal Customers? -

Co-workers? -

Your Manager? -

How do you suggest overcoming any challenges with these groups:

External Customers? -

Internal Customers? -

Co-workers? -

Your Manager? -

What reasonable deliverables and measurements would you propose for you and your manager to assess how your performance is meeting or exceeding expectations? Be as quantitative as possible.

What review process with your manager do you propose for constructive monitoring and improvement of your compressed work week option? Are there measurable outcomes to use in the review process?

II. Manager Completes this section

Request for Compressed work week:    Approved                      Denied  
If request is denied, please describe why:

Managers Signature/Date:

Employees Signature/Date:

Effective date of Compressed Work Schedule:

Ending date:

Periods where compressed work week will be suspended: (ex. Thanksgiving week, month surrounding convention)

Manager: Please send copies of this form and any attachments to Human Resources.

### **Request for Telecommuting**

I. To be filled by employee requesting telecommuting. Requests should be turned into manager 2 weeks ahead of requested telecommuting time when possible.

Name:

Exempt/Non-Exempt:

Job Title:

Department:

Manager:

Date Submitting Request to Manager:

Days requesting to telecommute:

Phone number where can be reached on telecommuting day:

What project are your requesting to do by telecommuting?

How will telecommuting sustain or enhance your ability to get the job done?

What potential barriers could your changed schedule raise with:

External Customers? -

Internal Customers? -

Co-workers? -

Your Manager? -

How do you suggest overcoming any challenges with these groups:

External Customers? -

Internal Customers? -

Co-workers? -

Your Manager? -

What percentage of your day is spent receiving incoming calls/visits from outside customers? From inside customers?

What reasonable deliverables and measurements would you propose for you and your manager to assess how your performance is meeting or exceeding expectations? Be as quantitative as possible.

II. Manager Completes this section

Request for Telecommuting:   Approved                      Denied  
If request is denied, please describe why:

Effective dates of Telecommuting:  
Communication methods needed with office while telecommuting: (frequency and method)

III. To be competed after telecommuting assignment completed:

Project completed on-time and in a satisfactory manner:	Yes	No
Communication maintained with office in a satisfactory manner:	Yes	No
Received any complaints caused by being out of the office:	Yes	No

Comments:

Managers Signature/Date: