

AGREEMENT BETWEEN
NAACP CHAPTER, MARYLAND PUBLIC EMPLOYEES UNION,
LOCAL 2202N
A.F.S.C.M.E. OF AFL-CIO COUNCIL 67

AND

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

Effective January 1, 2021 — December 31, 2023

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This Agreement made between the National Association for the Advancement of Colored People (“the Association”), 4805 Mt. Hope Drive, Baltimore, MD 21215 and NAACP Chapter, Maryland Public Employees Union, Local 2202N A.F.S.C.M.E. of AFL-CIO Council 67 (“the Union”) effective January 1, 2020 through December 31, 2023.

ARTICLE I: STATEMENT OF INTENTIONS

SECTION 1. Introduction

The Association, a non-profit civil rights agency concerned solely with the securing of civil, social and political equality for all persons so deprived because of race, color or caste discrimination, and supported primarily by membership subscription and by the voluntary contributions of the general public, recognizes its responsibility, because of the character of its operation, to maintain the highest possible standard of working conditions and compensation. It also recognizes the right of its employees to organize and bargain collectively and the importance of such organization in the establishment and maintenance of fair relations.

SECTION 2. Officers

The Union, composed of membership sympathetic to, and in accord with exemplary program and goals of the Association, recognizes its responsibility to encourage the best possible efficiency and productivity of its members will further the objectives of the Association.

- a. Elected officers of the Union, consisting of Chapter Chairman and Recording Secretary of Local 2202N, shall have top seniority during the life of the Agreement while holding such positions. At least 60 calendar days prior to the expiration of the Agreement, a list of elected officers will be given to the Association.
- b. Union will provide to Association a list of the Chapter Chairman and Recording Secretary of Local 2202N with their applicable term of office listed. In the event of a vacancy or election of new officer(s), the Union will provide notice of the vacancy and/or an updated list of elected officer(s) to the Association within five (5) business days of the vacancy and/or election.

SECTION 3. Agreement Provisions

The parties hereto, desiring to extend these boundaries of harmonious responsibility and clearly define mutual relations and obligations, stipulate and agree to the provisions, which follow.

ARTICLE II: BARGAINING UNIT AND UNION RECOGNITION

SECTION 1. Bargaining Unit Positions

The bargaining unit includes all nonsupervisory, nonexempt employees working in the Call Center, Mail Room and Maintenance. All other employees are excluded.

SECTION 2. Union Recognition

The Association recognizes the Union as the exclusive and sole representative of the bargaining unit employees of the Association for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

SECTION 3. Anti-Discrimination

No persons shall be ineligible for employment in the Association because of race, color, creed, sex, disability, religion, age, sexual orientation, national origin, or any other legally protected class. Employment shall be determined solely on the basis of qualifications for specific positions.

SECTION 4. Agreement Distribution

At the time of his/her employment, each Bargaining Unit employee shall be provided a copy of this Agreement and with a written statement of the duties of his/her job.

SECTION 5. Management Notifications to Union

The Association shall within one week notify the NAACP Chapter, District Council, and the employee in writing of:

- a. The date of employment and any new Bargaining Unit employee, stating his/her Job classification, salary and status.
- b. The date of transfer of any employee out of the Bargaining Unit to which this Agreement applies.
- c. The date of change of status or salary of any Bargaining Unit employee, stating the character of the change, including any merit raise which has been granted.
- d. The date of termination of employment of any Bargaining Unit employee and, except in the case of initial evaluation period employees, the reason therefore.
- e. When a vacancy occurs in a Bargaining Unit position, a notice of the availability of that position will be posted and the Association shall fill the vacancy with a qualified Bargaining Unit employee. If a qualified Bargaining Unit candidate does not exist, the Association will seek to fill the position with a qualified candidate outside of the Bargaining Unit.

SECTION 6. New Positions

If new level 1 through 3 positions are hereinafter created which may or may not be subject to the provisions of this Agreement:

- a. The Association will give the Union seven (7) day written notice from the time of creation and negotiate with the Union with respect to their inclusion or exclusion under this Agreement.
- b. If such positions are included, terms of employment, level and salary shall be negotiated and incorporated as an integral part of this Agreement.
- c. If such positions similar to those covered by this Agreement are created, and no agreement is reached, the matter shall be submitted to arbitration.

SECTION 7. Article Provisions

All provisions of this Article shall be mandatory and binding upon the Association.

SECTION 8. Bargaining Unit Integrity

- a. On a biannual basis, the Association shall prepare a written report (the "Biannual Report") which shall be delivered by the Association to the Union within thirty (30) calendar days of the end of each calendar quarter. The Quarterly Report shall contain the number of Bargaining Unit positions that are authorized within the annual operating budget of the Association, and the number of positions that are vacant or are not filled by regular employees and those who covered by this Agreement.
- b. If requested by the Union, the Association shall meet with the Union to discuss the Association's efforts to fill those positions identified as vacant or unfilled. If the Union requests it, the Association shall attempt to identify every Bargaining Unit position that is vacant, or that has been filled by an acting out of title assignment for more than sixty (60) calendar days, within the 30 calendar days following receipt of a Quarterly Report. If, during the term of this agreement, NAACP is considering entering into a contract under which employees of that contractor will directly replace unit employees who, during the duration of one of these terms year where he/she has been previously laid off, or such contract will result in the subsequent layoff of unit employees because the work will be performed by the contractors' employees, the Employer agrees to give the Union sixty (60) days advance notice of such subcontracting and to discuss the impact of such contract, all alternatives to contracting out this work or laying off employees, including but not limited to employment of unit employees in the same or similar classifications doing similar work or in other classifications for which they are qualified.
- c. The Association shall not ask or require any Bargaining Unit employee to perform tasks that are not within the employee's job description without providing out-of-title pay pursuant to Article IV, Section 5. In order to be eligible for out of title pay, a bargaining unit employee must take on at least 50% of additional duties of another position. The percentage of additional duties in another position will be determined by the job description for such other position and the amount of time spent on each task in the job description. The Association

will not ask or require any Bargaining Unit employee to supervise or be responsible for the work of any outside contractor.

- d. If the occupants of any bargaining unit positions have been required, as a matter of routine, to perform higher rated work or work for which they are not trained, or work that is not within their job description, the Association shall upon demand of the Union, reassess the value of the position requirements in accordance with the Association's salary level and job title structure. If the Union and the Employer cannot resolve any dispute as to the appropriate compensation of any position(s), those differences shall be resolved through grievance and arbitration under the terms of this Agreement, with the standard of decision to be whether or not the Employer has reasonably compensated the employee(s) affected taking into account their assigned duties.

ARTICLE III: UNION SECURITY

SECTION 1. New Bargaining Unit Employees

Any person hired by the Association for employment in the Bargaining Unit shall no later than three (3) months, but as early as first pay period, after date of his/her hiring become a member of the Union and shall, as a condition of continued employment by the Association in the Bargaining Unit, remain members in good standing of the Union during the terms of this Agreement provided that an employee who is in a Bargaining Unit position and who is not already a member of the Union shall not be required to become a member of the Union as a condition of continued employment by the Association in the Bargaining Unit (See Appendix A for names of employees in positions within the Bargaining Unit who are not already members of the Union). If an employee listed in Appendix A elects to not become a member of the Bargaining Unit in accordance with this section, the corresponding position shall become a Bargaining Unit position at the time the employee vacates the position.

SECTION 2. Union Dues

Dues payment shall not remain delinquent for a period exceeding one month. Failure to remit payment of dues within two weeks following receipt of registered return receipt letter calling this delinquency to the attention of the member will result in notice being sent to Management informing them that this procedure has been followed and that member is now subject to automatic dismissal.

SECTION 3. Dues Payroll Deductions

The Association agrees to deduct P.E.O.P.L.E. deductions, union authorized supplement insurance, or other union authorized deductions from each regular pay of those employees who individually request in writing that such deductions be made. Such request will remain in effect unless written termination is sent to the Union by the employee by way of certified mail during the period from June 1 through June 15. In order for the withdrawal to be completed for submission to the office of payroll on or before June 30, the letter must be postmarked between June 1 and June 15 and mailed to the following address:

Director, AFSCME Council 67/ Local 2202N
1410 Bush Street, Suite A
Baltimore, Maryland 21230

The amounts to be deducted shall be certified to the Association by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. Such deductions shall be made via electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 67. Membership lists and bargaining unit lists shall be remitted monthly via email to comptroller@afscme67.org in Excel format.

SECTION 4. Indemnification

The Union shall indemnify, and hold the Association harmless from all liability or claims that arise out of any action taken by the Association for the purposes of complying with the provisions of this Article.

ARTICLE IV: EMPLOYMENT STATUS

SECTION 1. Regular Employment

A regular employee is one hired with the understanding that this employment with the Association shall be of a continuing and non-temporary nature upon successful completion of the initial probationary period. The Association will also inform the Union within two (2) business days of any dismissal notices given to any employee in the Bargaining Unit, and within five (5) business days if such employee gives notice to terminate services.

SECTION 2. Probationary Period

- a. The probationary period for Bargaining Unit employees shall not exceed six months. No employee shall be placed in a position on a trial basis prior to the conclusion of the probationary period.
- b. Any employee in the Bargaining Unit remaining employed beyond the probationary period shall automatically acquire regular status within the Bargaining Unit.
- c. All personnel practices and salary minima shall apply during the probationary period.

SECTION 3. Temporary Employment

- a. An NAACP Bargaining Unit employee assigned on a temporary basis to a new position shall be informed in writing of the duties of his/her temporary new position, and of the approximate duration of the temporary status. The Union shall also be advised, in writing. A copy of the correspondence shall also be provided to the Union.

Temporary status shall in no case exceed sixty (60) calendar days without prior written agreement between the Union and the Association.

- b. Any Bargaining Unit employee temporarily assigned to a new position beyond sixty (60) calendar days without a prior written agreement between the Union and the Association in accordance with Article IV, Section 3(a), shall automatically be assigned to the new position with tenure, compensation, and benefits, consistent with the new position, effective as of the original date of their assignment to the new position.
- c. No NAACP Bargaining Unit position may be filled by a non-union employee for a period of more than six (6) consecutive months or seven (7) of the last twelve (12) months without the prior written consent of the Union. The NAACP shall provide the Union with prior written notice of its intention to fill any bargaining unit position with any temporary, non-union employee.
- d. If, during the term of this agreement, the NAACP intends to fill a bargaining unit position of a unit employee who was laid off within the prior twelve (12) months with a permanent employee, the NAACP agrees to provide the laid off unit employee the right of first refusal to return to the available position.

SECTION 4. Seniority and Tenure

- a. Seniority or length of service shall be based upon the actual number of days, weeks, months or years in the employ of the Association. It shall include sick leave, temporary and initial evaluation period employment, disability and/or family medical and military leaves. Life insurance benefits are to be retained during leave, unless prohibited by the Association's benefit carrier's policy at the time of leave.
- b. Length of service or seniority in each department shall be the determining factor in layoffs and rehiring.
- c. In accordance with Article 1— Section 2(a), the Chapter Chairman and Recording Secretary of Local 2202N shall have top seniority during the term of his/her appointment in such roles.

SECTION 5. Out-of-Title-Work

When an employee is assigned temporarily, for thirty (30) calendar days or less, to the duties of a position at a higher job level than the position currently held by the employee, the employee shall be paid \$25.00 per day. Those persons so assigned temporarily for more than thirty (30) calendar days shall be paid at the rate of \$40.00 per day. Such pay shall be treated as regular earnings for purposes of 401(k) contribution calculations, tax deductions, and other applicable calculations.

ARTICLE V: PROMOTIONS, TRAINING, & PERFORMANCE

SECTION 1. Notice of Vacancies and Postings

Notice of all vacancies, together with job descriptions and job level, shall be distributed to staff via e-mail.

The Association will post all openings in the Bargaining Unit for at least ten (10) business days prior to hiring from the outside to fill such vacancy. The Association will give notice of all union vacancies in the Bargaining Unit to the unit. First consideration for such openings shall be given to staff members who possess the skills and abilities and qualifications necessary for such work. Seniority, abilities, skills, and qualifications and/or equivalent years of experience will be observed in cases of promotions and transfers for Bargaining Unit employees. All vacancy notices are to include job level and Union status.

SECTION 2. In-Service Training

Bargaining unit employees may be designated, in writing, to train another employee for a designated period of time. When so designated, the employee shall receive an additional dollar and twenty-five cents (\$1.25) per hour for all hours worked in training the employee. This training rate shall apply only when an employee is designated to train new hires and employees who are promoted to a new position. This Article shall not limit the Association's right to designate non-bargaining unit employees to conduct training.

SECTION 3. Orientation

At the time employment begins, all new Bargaining Unit employees shall receive the same new employee orientation provided to employees not in the Bargaining Unit.

SECTION 4. On-the-Job-Training

It is the policy of the National Association for the Advancement of Colored People to recognize the principle of promotions from within the organization. Supervisors have a basic responsibility to develop employees and help them prepare for promotion by on-the-job training, cross-training, and by encouraging them to participate in education and training programs. Present staff members shall be given major consideration when a vacancy occurs or when a new position is created, provided they possess the qualification necessary to perform the job.

SECTION 5. Compensation during Training

Work performed out of grade while in the process of training shall not be compensated at the higher rate unless the work qualifies under Article IV, Section 5, of the Union Agreement.

SECTION 6. Non-NAACP Union Employees

If open Bargaining Unit positions cannot be filled within the employed ranks of the Association, they may be filled through applicants provided by the Union. The Association will consider applicants recommended by the Union along with applicants from other sources. If the

Union fails to supply a satisfactory applicant within ten (10) business days from notice of vacancy, the position may be filled through other sources.

SECTION 7. Promotion Evaluation Period

The initial evaluation period for an employee upon promotion shall be six (6) months unless both the Union and Management agree to extend it for the same period of time. If the promoted employee does not prove satisfactory in the higher position, he/she may be demoted, without prejudice, to a position in classification equal to the same pay level and /or skill set held prior to promotion. In such cases, the employee's pay shall be restored to the rate, plus employment seniority and general pay plan changes, if applicable, in effect as though the promotion had not been granted.

SECTION 8. Performance Evaluations

Employees shall receive copies of their performance evaluations at the time that they sign them. Should any changes be made to that evaluation, the Department Head and the employee shall initial the change, and the employee will receive a copy of the updated evaluation.

ARTICLE VI: DISMISSALS

SECTION 1. Discharge

Dismissal shall only be for just cause, including, but not limited to, excessive absenteeism, tardiness, incompetence, misconduct, insubordination, failure to meet work standards, fight on Association premises, or when employee is under the influence of intoxicants during work hours. Bargaining Unit employees may be terminated immediately, without any requirement of progressive discipline, for, but not limited to: falsification of Association records; use / possession / sale of illegal drugs; gross neglect of duty; intoxication during work hours; misuse / authorized use of Association property; theft; immoral or indecent conduct while on Association business and/or travel ; illegal conduct and/or other conduct that is inimical to the interests and/or reputation of the Association; threatening, intimidating, coercing or harassing fellow employees, clients, customer or vendors; fighting; disruptive behavior; misuse of leave privileges and benefits; violation of Association policies; breach of confidentiality; or failure to perform assigned duties.

SECTION 2. Gross Misconduct

- a. **Excessive Tardiness** — means tardiness for which an employee has been warned more than three times in writing within a three (3) month period.
- b. **Excessive Absenteeism** — means when an employee is absent, without having been excused by the Association, or demonstrates a pattern(s) of unscheduled sick or personal leave use which interfere(s) with the business of the Association.
- c. **Suspension** — It is agreed that suspension for misconduct or violation of the Collective Bargaining Agreement is an option to *the* Association. It is agreed that no employee shall be suspended or discharged without prior notice to the Union

Representative, Maryland Public Employees, Local 2202N AFSCME of AFL-CIO, Council 67, Baltimore, Maryland 21215. Nothing in this section, however, shall remove from the Association its right to discharge employees for just cause as defined above.

- d. **Notice of Discharge** — It is agreed the Association shall notify the Union and the union employee in writing within three (3) hours or by the close of business, whichever is sooner, when a discharge takes place. Such notice shall give the specific reasons for discharge and refer to the specific section and clause of the Agreement, which is claimed to be in violation. Decisions by the Association under this subparagraph shall be subject to arbitration if the Union so desires and initiates an arbitration proceeding within two weeks after receipt of said notification provided that a grievance has been initiated within five (5) business days.

Disciplinary Process

Where a bargaining Unit Employee engages in action or conduct inconsistent with the performance of his/her duties and/or professional conduct, but for which immediate dismissal is not warranted, each such employee may be subjected to an appropriate alternative discipline. Such alternative shall depend on the nature, severity, and/or frequency of the infraction, and may include any or all of the below listed disciplinary action steps. The disciplinary action steps set forth below are not a required step process; however, the least severe disciplinary action should be implemented based on the infraction, with graduated discipline for continued and/or repeat offenses as appropriate.

Step 1: Verbal warning;

Step 2: Written warning;

Step 3: Suspension of duty without pay;

Step 4: Termination from employment.

SECTION 3. Grievance and Arbitration

Grievances – If either the Union or the Association disagrees with any action of the other, it must so advise the other party, in writing, officially grieving said action. This formal grievance must be submitted to the party within five (5) business days (Saturday, Sunday and holidays excluded). Any violation of the Agreement, and all other disputes or differences between the Association and the Union not submitted by either party within the five (5)-day period shall be considered waived and released for all time.

In a sincere effort to resolve a dispute, grievances shall be discussed with the immediate supervisor. If after discussion with the immediate supervisor, there is no resolution, the grievance shall be reduced to writing and filed with Human Resources. These two steps shall take place within five (5) business days. Human Resources, upon receipt of the written grievance appeal, shall set up a conference with the Union and the aggrieved. At

the conclusion of the conference, Human Resources shall issue a written decision within five (5) business days. If the dispute is not resolved by Human Resources, the Union and the Association shall meet within five (5) business days in a final attempt to resolve the dispute. If however, the meeting does not produce a final resolution or settlement, the matter can then be appealed to arbitration.

Management shall answer all grievances within two (2) weeks' time of receipt.

Arbitration – In the event that no settlement is reached within ten (10) business days after the first meeting, the matter may, upon written notice from either party, *be* submitted to arbitration. Time is of the essence. Arbitration shall be under the rules of the American Arbitration Association, including all then applicable discovery rules. Arbitration shall be decided under the laws of the state of Maryland and all decisions shall be binding on the parties. The Union shall send the notice via certified mail or hand-delivery to the Association's General Counsel and Human Resources Vice President. The Association shall send the notice to the Union via certified mail or hand-delivery to the Union's Labor Consultant and the Union Staff Representative. If either the Association or the Union fails to act within the provisions of this Agreement, that grievance, complaint or right to arbitration shall be deemed waived and of the same force and effect as if a contract to arbitrate had not been made on that grievance or complaint. In the event that a party is prevented or delayed from performing, fulfilling or completing an obligation to provide notice as specified in this clause as a result of delays caused by strikes, acts of God, acts of any national, state, or local government agency or authority or a foreign government, war, insurrection, rebellion, riot, civil disorder, fire, explosion, or the elements, provided that such prevention or delay is not caused or due to any act or omission or negligence of the party claiming force majeure, then the time for performance, fulfillment or completion shall be extended for a period not exceeding the number of days by which the same was so delayed.

Arbitration Jurisdiction – The jurisdiction of the arbitrator shall be confined exclusively to the interpretation of the express provisions or provision of this Agreement at issue between the Union and the Association. The arbitrator shall have no authority to add to, amend, or modify any provision of this Agreement.

SECTION 4. Reductions in Force

A reduction in force ("RIF") refers to those terminations of regular employees imposed because of economic necessity, operational/program changes, reorganization, or other reasons resulting in a need to reduce the number of employees in a department, a program, or within the Association. The Association will make a reasonable effort to provide continuous employment for Regular employees. However, this does not guarantee continued employment or a permanent job position with the Association or that a particular job will remain the same.

When a reduction in force becomes necessary, the Association will give first consideration to seniority in consolidating its staff. Upon completing a tenure of one (1) year in a particular position and having become qualified by completing all duties assigned, an employee shall be deemed a tenured employee and not be subject to reduction in force if there is any other

employee in the same department with less seniority. Unless there is a real difference in the abilities, skills, and/or qualifications of employees for the requirements of positions involved, seniority shall be observed.

Five (5) business days before a decision for reduction in force is made, an evaluation committee will be set up, consisting of members of the Union appointed by the Chapter Chairman, to meet with the Association for the purpose of evaluating the contemplated area of reduction in force. Nothing in this clause, however, shall remove from the Association the ultimate responsibility for reduction in force decisions, nor shall anything in this clause restrict the Union from taking further action through the grievance machinery. When additional evidence cannot be otherwise gathered, the employee involved shall be given the opportunity to come to the National Office at the expense of the Association to discuss his/her grievance.

Where retraining is possible, the employee shall be afforded that opportunity without loss of salary. If dismissal is unavoidable:

- a. **Notice** - Employees shall be given one (1) months' notice, terminal vacation pay plus five (5) business days' severance pay for each year of service; this to be prorated for periods of less than a year.
- b. **Severance Pay** - Employees shall accrue Severance pay at the rate of five (5) business days per year for each year of service to a maximum of seventy (70) business days. Upon election of COBRA by the employee, the Association will pay the employee's health premium for thirty (30) days following separation. Thereafter, the employee may pay the full premium to continue health coverage under COBRA.
- c. **Release Agreement** - As a condition of severance, the employee agrees to sign all applicable releases, non-disparagement and cooperation agreements as required in the discretion of the Association.

SECTION 5. Rehiring

In hiring for any bargaining unit positions, former bargaining unit employees will be given preference when their objective qualifications are equivalent to other candidates, and when such employees were dismissed from such job because of a reduction in force within the past 24 months, and the Association will so notify the Union. If such an employee is dismissed due to reduction in force and is re-employed within six months, it shall not be considered that his continuous employment has been interrupted. The severance pay and vacation allowance given at the time of dismissal shall be charged and set off against any future benefits granted at any subsequent termination. The intervening period shall be treated as leave without pay and neither sick leave nor vacation rights shall be deemed to have accrued during such period.

SECTION 6. Recall Rights of Laid Off Employees

The Association agrees to contact retrenched employees to advise them of their recall rights for the position held by said employees.

ARTICLE VII: RESIGNATION NOTICE

Resignation is considered a voluntary choice, freely made by the employee for whatever reason. A non-exempt employee is expected to give a minimum of two weeks' notice of resignation. The Association reserves the right to accept a resignation immediately or to accelerate the final date of employment.

ARTICLE VIII: WORK HOURS AND RELEASE TIME

SECTION 1. Work Week and Overtime

a. **Workweek, Time Recording, Overtime for NAACP Events**

The workweek shall consist of thirty-seven and one half (37- $\frac{1}{2}$) hours, five (5) days per week (Saturday through Friday with regular work days being Monday through Friday). Bargaining Unit employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each, at a time to be set by Management, at such time as to assure that all are reasonably accommodated. "Workweek" shall be defined as the period coinciding with the Association's pay schedule. This period is Saturday through Friday as of the date of the execution of this Agreement.

Members of the Bargaining Unit will be required to record their time and leave using the approved time keeping system.

All practices regarding overtime during the National Convention and other NAACP shall continue to be observed.

National Convention — The employee shall receive overtime at the rate of time and one-half for all time worked at the Annual Convention beyond 37.5 per workweek. Work on Saturdays shall be paid at the rate of time and one-half per hour. Work on Sundays and holidays shall be paid at double the regular hourly rate.

Other NAACP Board Meetings/Conferences - The employee shall receive overtime at the rate of time and one-half for all time worked beyond 37.5 hours per workweek. Work on Saturdays shall be paid at the rate of time and one half per hour. Work on Sundays and holidays shall be paid at double the regular hourly rate.

b. **General Overtime**

Overtime shall be paid to non-exempt employees at the rate of time and one-half for all time worked beyond 37 $\frac{1}{2}$ hours per scheduled workweek in accordance with the guidelines provided below. All overtime hours worked must be pre-approved by supervisors.

Bargaining unit employees shall record and submit their overtime in the same manner and time as all other NAACP employees through the applicable time data system. Overtime shall be processed and paid during the next pay period following the overtime record submission date.

“Workweek” shall be defined as the period coinciding with the Association’s pay schedule. This period is Saturday through Friday as of the date of the execution of this Agreement.

Inclusions: Hours associated with holiday leave and office closures and hours worked on Saturday and Sunday shall be included in the calculation of hours worked in a week to determine overtime eligibility, effective March 17, 2018 per standard federal and state overtime law

Exclusions: Hours associated with the following types of leave will be excluded in the calculations of hours worked in a week to determine overtime eligibility effective January 1, 2013: annual, sick, bereavement, childbirth, and other voluntary leave. This policy will not apply in situations in which Management requests employees to work during pre-approved leave for purposes of tending to extenuating circumstances (i.e., asking an employee to return from vacation leave to deal with an emergency building issue.)

Saturdays: Work on Saturdays shall be paid at the rate of time-and-one-half.

c. **Sundays and Holidays**

Non-exempt employees who work on Sundays and NAACP observed holidays shall be paid at double the regular rate.

d. **Meal Allowance**

Meal allowance in the amount of fourteen dollars (\$14.00) will be paid to the employees required by Management to work more than nine (9) hours in a work day, Monday through Friday. Meal allowance in the amount of twelve dollars (\$12.00) will be paid for work on Saturdays, Sundays, and holidays when overtime hours beyond four and a half (4½) hours are worked at the request of management. Leave hours will not be included in the calculation of hours worked for purposes of meal allowances.

Meal allowance does not apply when per diem has been provided or when an employee works from home.

e. **Flex-Time**

The use of flex-time or alternate work arrangements can be made with the approval of the immediate supervisor and the Vice President, Human Resources.

SECTION 2. Vacation Leave

a. Vacation Accrual

Employees shall be entitled to the following vacation leave:

- 112.50 hours (15 days) per year during each year from the commencement of employment through the completion of the employee's fourth year of employment.
- 165 hours (22 days) per year during each year following the completion of four years of employment.
- After the completion often (10) years of employment, employees shall accrue additional vacation time at the rate of one 7.5 hour (1 day) per year to a maximum of 37.5 hours (5 days) such additional hours.
- Vacation shall be accrued during an employee's probationary period, but shall not be taken during the first six (6) months of an employee's probationary period.
- Each Supervisor shall be responsible for ensuring that staff members take his/her full vacations annually.
- Employees may carry over up to a maximum of 37.5 hours of accrued vacation time from year-to-year. Any other unused vacation time shall expire at the end of each calendar year unless, otherwise prohibited by Federal, state, or local law. Any carried over vacation time must be used before current year vacation time is taken.

b. Scheduling Leave

Employees may schedule vacation time throughout the year upon mutual agreement with the Association as to suitable scheduling; the Association shall be given at least thirty (30) calendar days' notice of such intention. The Association shall specify departmental priorities in vacation scheduling. No vacation time may be taken within a thirty (30) calendar day period prior to the Annual Convention.

c. Terminal Vacation Pay

Employees who resign from the Association and provide the required resignation notice and work as scheduled during their notice period will be paid for their accrued, unused vacation upon separation of employment. In the event that an employee does not submit proper notice of resignation (and work as scheduled during the notice period) or if an employee is terminated for misconduct, the employee will not be entitled to be paid for unused vacation, except as prohibited by applicable federal, state, and/or local laws.

SECTION 3. Other Leave

a. Sick Leave

Sick leave is granted with full pay. Unused sick leave time may be carried over to succeeding years, provided that the maximum available number of sick leave days, including those accumulated, shall not exceed 45 days for employees hired prior to November 3, 1983; and 36 days for employees hired after November 3, 1983.

Full-Time Employees – Full-time staff hired prior to November 3, 1983 shall accrue sick leave at the rate of 1.25 days per month, or 15 days per year. Five (5) of the days may be used as personal days and may not be taken consecutively, unless otherwise required by law. Full-time staff hired after November 3, 1983 shall accrue sick leave at the rate of one (1) day per month, or 12 days per year. Four (4) of the days may be used as personal days and may not be taken consecutively, unless otherwise required by law.

Part-Time Employees – Part-time employees shall accrue sick leave on a pro-rata basis.

Temporary Employees – Temporary employees shall not earn sick leave, except as required by applicable local laws.

Sick Leave Bank – Employees may donate up to five (5) days of their sick leave from January 1 to February 28 in each year of this Agreement to a Sick Leave Bank for bargaining unit employees. Leave in the Sick Leave may be used by employees who are unable to work due to a serious illness or injury, and who have exhausted all of their sick leave and vacation leave. Recipients of donated leave may be granted up to 40 days of leave from the Sick Leave Bank, subject to availability. The Association shall have the right to reopen the Sick Leave Bank to allow employees to donate at any time during the calendar year.

The Association shall have three (3) months from the date this Agreement is signed by each party to establish the Sick Leave Bank. One (1) year after the Sick Leave Bank is implemented, either party may request a meeting of the parties to assess the effectiveness of the Sick Leave Bank. The parties shall meet within one (1) week after any such request. If there are any disputes regarding the administration of the Sick Leave Bank that are not resolved at this meeting, either party may demand that negotiations regarding the administration of the Sick Leave Bank be reopened within one (1) week following that meeting.

b. **Family and Medical Leave**

The Association will comply with federal and local Family Medical Leave Act laws.

c. **Bereavement Leave**

Effective July 1, 1980 regular employees shall be granted reasonable leave with pay (not to exceed five (5) business days) by the Association for bereavement. The term “immediate family” means husband, wife, son, daughter, mother, father,

sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and legal guardian(s). Said leave shall be granted at the discretion of the Association.

d. Leave without Pay

Leave without pay may be allowed from time to time at the discretion of Management and in accordance with the provisions of various benefit plans.

e. Continuation of Benefits During Leave

Employees on a permitted leave of absence may retain their health insurance and group life insurance coverages during their leave of absence at their own expense and in accordance with applicable laws and benefit plan requirements. Failure to remit payment for premiums in the manner and timeframe required will result in termination of benefits. In such cases, employees may not be eligible for re-enrollment until the next Open Enrollment period, subject to applicable vendor underwriting requirements.

f. Union Leadership Leave

Leave will be granted at the discretion of the supervisor for Union Conventions, Steward Training, and Leadership Conferences not to exceed five (5) business days in a year. Union Leadership will be allowed to use an additional five (5) business days as leave without pay or use of accrued vacation time with advance notice as Union Leadership Leave.

SECTION 4. Holidays

Bargaining Unit employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans' Day
NAACP Founder's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Holidays falling on Saturday or Sunday shall be observed on either the Friday preceding the holiday or on the succeeding Monday; when special circumstances make this impractical, the Association shall designate an alternate day off for some or all of the employees affected.

Election Day is considered a holiday only in presidential election years.

ARTICLE IX: INTERRUPTION OF WORK

It is agreed by and between the parties thereto that there will be no concerted failure to report to work, cessation or interruption of work, slow down, strike or lockout during the terms of this Agreement.

ARTICLE X: PAY INCREASES AND OTHER PAYMENTS

SECTION 1. Pay Increases

a. Cost of Living Increase

Bargaining unit employees will receive the same cost of living increase as staff outside of the bargaining unit for each year of this Agreement, except that if staff outside of the bargaining unit do not receive an increase in any year, bargaining unit employees will be granted a one percent (1%) cost of living increase for that year.

SECTION 2. Mileage Reimbursement

Staff members who use their automobile in the performance of their duties shall receive a mileage expense allowance at a rate equal to that granted by the United States Government for its traveling employees as set forth in federal travel guidelines.

SECTION 3. Tuition Reimbursement

All full time, regular employees of the Association are eligible for tuition reimbursement. The NAACP will provide tuition reimbursement (less any grants or scholarships received: i.e. Pell Grant) up to a maximum of \$2,250 per calendar year to all full time staff pursuant to, and in complement to, the NAACP's Educational Leave Policy when the following conditions are met:

- Employees must have at least one year tenure with the association.
- Written authorization for approved courses, up to a maximum of three (3) courses per semester, must be obtained by each employee from the Head of their Department prior to registration. Course(s) must be job related and apply toward the completion of a job related degree at an accredited college or university.
- For undergraduate course(s), employees must receive a minimal grade of "C". For graduate courses), employee must receive a minimal grade of "B."
- Employees must continue employment with the NAACP for at least 12 months after reimbursement. Employee shall pay back reimbursement if employee leaves within 12 months of reimbursement for any reason other than a reduction in force.
- Employees must sign an agreement to refund the Association tuition reimbursement, if the employee leaves within 12 months after reimbursement.

- Prior to receiving the reimbursement each employee must sign an agreement to refund the Association tuition reimbursement, if the employee leaves the Association within 12 months after reimbursement.
- Each employee shall be eligible for paid educational leave of up to 2.5 vacation hours in a week through the usage of the employee's available vacation leave.

SECTION 4. Per Diem

Bargaining Unit employees who are required to travel 50 miles or greater from their regular work location in their employment with the Association shall be paid \$35.00 per full work day for food or the area per diem rate, according to Association Policy whichever is greater.

SECTION 5. Management Decisions

Nothing in this section or in the Agreement between the parties shall limit the right of the Association in its discretion to fix the starting salary increases beyond those provided where the Association believes that the employee has exceptional qualifications or has given exceptional service.

ARTICLE XI: POSITION SPECIFICATIONS AND BENEFITS

SECTION 1. Position Descriptions

The Association has adopted position descriptions for each bargaining unit position. If the Association decides to change a bargaining unit position description, the Association will notify the Union and give it the opportunity to discuss the change.

Upon the signing of this Agreement, the Association will provide all members of the Bargaining Unit with correct position descriptions. Any dispute between the parties with respect to the provisions of this paragraph shall be subject to arbitration.

A review team shall be established comprised of two individuals from the Bargaining Unit and two individuals so designated by Management for the purpose of analyzing existing position descriptions, updating and upgrading position assignments as needed.

The NAACP will provide position descriptions for all classes of work covered by the Bargaining Unit.

SECTION 2. Staff Listing

The Association, in furtherance of this objective, shall compile a list of all bargaining unit positions in the Association, separated according to department and/or program area, including those specifically-funded programs whose personnel are not included in the Bargaining Unit and who are not covered by the Association's pension, health and insurance arrangement. If and when new programs and positions are established, the Union shall be similarly notified.

The job descriptions of Union employees shall be modified so as to change the phrase "other duties that may be assigned" to "job-related duties which may be assigned."

SECTION 3. Health Care Plan

Management agrees to notify the union of any updates subject to the economic review during this three (3) year Agreement. .

SECTION 4. Retiree Health

Upon retirement with at least 30 years of service, eligible employees whose original hire date with the Association was June 30, 2012 or earlier may maintain health insurance at the same monthly premium rate as current employees, in accordance with plan requirements and applicable federal and state laws. Members should consult with appropriate advisors regarding Medicare and Healthcare options.

SECTION 5. Disability Plan

Eligible Bargaining Unit employees may participate in the Association's short-term and long-term disability plans upon election of coverage, subject to the insurance carrier's underwriting and policy requirements.

ARTICLE XII: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all of the inherent and statutory rights, powers, prerogatives, and authority the Association remain exclusively within the rights of management.

The Union expressly recognizes that such management rights include the right and power of the Association: to determine standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to determine the extent of services which are performed at the Association's facilities or the facilities of other companies; to relocate, subcontract, or contract out work; to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, operation, or service; to establish new jobs, change the content of existing jobs, and establish wage rates for new and changed jobs; to control and regulate the use of facilities, equipment, and other property of the Association; to determine the number, location and operation of departments, divisions, and all other units of the Association; to determine the number of employees to be employed and the necessity of filling a vacancy; to select and hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, layoff, recall employees; to assign, supervise, and direct all working forces; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to schedule hours of work; to use temporary employees or contract employees, who shall not be included in the collective bargaining unit, to supplement the workforce; to issue, amend, revise, implement and enforce policies, work rules, disciplinary rules, regulations and practices; and generally to control and supervise the Association's operations and to exercise the other customary functions of management in carrying out its business, which are not in conflict with this Agreement.

All other powers, rights, privileges, management prerogatives, and responsibilities not otherwise referred to herein shall remain with the Association including the right on the part of the Association at all times to promote efficiency and economy, to change, subcontract, contract out, or relocate any or all of its operations, to determine the extent to which its own or other facilities shall be used, to continue or discontinue all or part of its operations or change, alter, or modify the nature of its operations or its method of operations.

The Association's failure to exercise any right, prerogative, or function hereby reserved to it, or the Association's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Association's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE XIII: DURATION AND LABOR MANAGEMENT COMMITTEE

The terms of this Agreement shall be in effect from January 1, 2021 to December 31, 2023.

The Association agrees that upon demand of the Union, it will commence negotiations for the next collective bargaining agreement no later than July 1, 2023. During such negotiations, all the terms of this Agreement shall remain in full force and effect.

The Association and Union agree to form a Labor Management Committee. The purpose of the Labor Management Committee is to meet and discuss issues that impact that Bargaining Unit and the Association during periods of non-negotiation.

The Labor Management Committee will be comprised of three (3) individuals from Management and three (3) individuals from the Union. The Labor Management Committee shall meet every three (3) months, or as needed. In addition, the Union will notify the Association when a union steward is elected.

AGREEMENT EXECUTION

For the NAACP: _____

Title: _____

Date: _____

For the Union: _____

Title: _____

Date: _____

For the Union: _____

Title: _____

Date: _____

