

AGREEMENT

BETWEEN THE

ARIZONA EDUCATION ASSOCIATION

AND THE

**ARIZONA EDUCATION ASSOCIATION
STAFF ORGANIZATION**

Contract Period

March 1, 2018

through

February 28, 2021

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This Agreement is made and entered into this 1st day of March 2018, between the Arizona Education Association (hereinafter referred to as "AEA") and the Arizona Education Association Staff Organization (hereinafter referred to as "AEASO").

For AEA:



Joseph H. Thomas, President

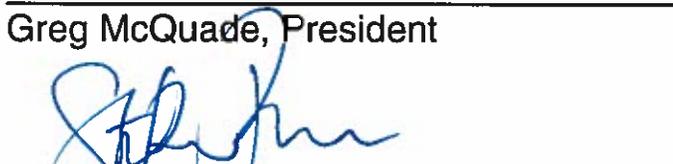


Jennifer Loreda, Bargaining Chairperson

For AEASO:



Greg McQuade, President



Stephanie Parra, Bargaining Spokesperson

AEA Board of Directors Ratified: December 1, 2018

AEASO Membership Ratified: November 28, 2018

ARTICLE I. RECOGNITION

The AEA recognizes AEASO as the exclusive collective bargaining representative for employees in the following categories: regular Organizational Consultant and Associate Staff Employees, probationary employees, Interns, Interim Employees, Special Assignment Employees, and Part-time Organizational Consultants, but excluding temporary employees, office education students, contract employees, management employees, and all supervisory, confidential and security employees as defined in the National Labor Relations Act.

ARTICLE II. DEFINITIONS

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

- A. "Regular Employee" means a full-time or part-time continuous employee who has completed the probationary period.
- B. "Associate Staff Employee" means those on the Associate Staff Employee Salary Schedule.
- C. "Organizational Consultant Staff Employee" means those on the Organizational Consultant Staff Employee Salary Schedule.
- D. "Part-time Employee" means an Associate Staff Employee whose regularly assigned work week is less than forty (40) hours or an Organizational Consultant Staff Employee who has a partial assignment.
- E. "Interim Employee" means an employee hired for a specific period of time while a bargaining unit employee is on a leave of absence or employed as an AEA Intern or Special Assignment Employee. An Interim Employee shall be hired for a period of time not to exceed twelve (12) months, except in the case of military leave or extended illness.
- F. "Intern" means an employee who is hired for a period of up to one year for an assignment that entails on-the-job training and mentoring.
- G. "Special Assignment Employee" means an employee who is hired for a period of time exceeding six (6) months, but less than one year, to engage in tasks which are similar to and/or unique from those assigned regular employees.
- H. "Part-time Organizational Consultant" means an employee who is hired to provide support and assistance to local development teams and who qualifies for NEA UniServ grant funding.
- I. "Office Education Student" means a person enrolled in a formal office education program of a high school or vocational institution, whose employment is part of an agreement between the AEA and the educational institution.
- J. "Contract Employee" means a person who is self-employed or employed by a third party, who primarily works off-site, who is contracted to provide a product at a specified cost.
- K. "Temporary Employee" means an employee who is hired for a period of time not to exceed sixty (60) days worked.
- L. "Board of Directors" means the Board of Directors of the Arizona Education Association as constituted under Article IV of the Constitution of the Arizona Education Association.
- M. "AEA" means the Arizona Education Association.
- N. "AEASO" means the Arizona Education Association Staff Organization.
- O. "AEASO President" means the Arizona Education Association Staff Organization president or his/her designee.
- P. "Executive Director" means the Executive Director of the Arizona Education Association or his/her designee.
- Q. "Fiscal Year" and "per year" means September 1 through August 31.

- R. "Days" means calendar days unless otherwise indicated.
- S. "Position" means one of the categories of the AEA classification system; i.e. Associate Staff Employee, Organizational Consultant Staff Employee, Management, Supervisory, Confidential and Security Employee.
- T. "Bargaining Unit Position" means any AEA position that is included in the aforementioned bargaining unit as designated in Article I of this Agreement.
- U. "Non-Bargaining Unit Position" means any AEA position that is excluded from the aforementioned bargaining unit as designated in Article I of this Agreement.
- V. "Total Compensation" means wages and fringe benefits.

ARTICLE III. EMPLOYER RIGHTS

Except as specifically limited by the terms and provisions of this Agreement, the employer has retained all of the rights, power and authority to manage, direct and supervise its operations and its employees in conformity with this Agreement, including but not limited to:

The full and exclusive control of the management of the Association, the supervision of all operations, and the determination of the methods, means and personnel by which work will be performed; the establishment of policy, program, membership dues and budget; the location of its offices and employees and selection of equipment and facilities; the determination of the size and type of its working forces; and the right to hire, establish and change work schedules, set hours of work, assign, transfer, promote, demote, discipline and discharge employees.

ARTICLE IV. AEASO RIGHTS

A. AEASO Leave

AEA shall provide thirty (30) days per year release time for representatives of AEASO to carry out AEASO business.

1. AEASO shall notify the Executive Director and the employee's supervisor as early as possible of the dates and employees utilizing such leave so as to minimize the disruption of the work schedule.
2. Upon said notification, AEA shall deduct day(s) or portions thereof from the AEASO release days when the work schedule for Associate Staff Employees is disrupted. AEASO days shall not be counted in a work week for overtime.
3. Upon said notification, AEA shall deduct day(s) from the AEASO release days when the work schedule for Organizational Consultant Staff Employees are disrupted. Organizational Consultant Staff Employees shall not request a schedule adjustment for AEASO business. Organizational Consultant Staff Employees may self-schedule for AEASO business in less than full day increments.
4. Such days shall accumulate during the term of this Agreement provided, however, that no days shall be carried over to any subsequent agreements.

B. Bargaining/Grievance Meetings

No more than six employees shall be released from their regular duties without loss of pay or leave time to participate in a mutually scheduled bargaining session. Employees shall be released from their regular duties without loss of pay or leave time to participate in a mutually scheduled grievance resolution meeting or arbitration hearing. AEA will provide release time for no more than one observer for a grievance resolution or arbitration hearing. AEA and AEASO will jointly attempt to schedule witnesses to minimize disruptions of the work schedule.

- C. **Use of Equipment and Facilities**
 AEASO shall have the right to use AEA equipment and facilities for meetings at reasonable times, provided that this use shall not interfere with or interrupt the normal operations of the AEA. AEASO shall pay any direct expenses incident to the meeting or any direct expenses for supplies and equipment.
- D. **Requests for Information**
 AEA agrees to provide AEASO, upon request, information relevant to AEASO so that AEASO can represent employees in collective bargaining and grievance processing. All requests for information required by this paragraph shall be directed to the Executive Director and all requested information shall be provided to AEASO by the Executive Director.
- E. **Board Mailing List**
 The AEASO president shall be on the AEA Board of Directors mailing list to receive all materials except confidential items.
- F. **Personnel Policies**
 AEA shall provide AEASO with a copy of any changes in personnel policies within twenty (20) days of the change.
- G. **AEASO Officers**
 AEASO shall submit to the Executive Director the names of its officers, negotiating team, and grievance committee within fifteen (15) days following their election or appointment. Any changes during the year shall also be submitted in writing to the Executive Director.

ARTICLE V. AEASO INVOLVEMENT

The AEA Executive Director and the AEASO President will jointly develop processes and procedures to build and strengthen relationships among the parties and/or individuals. Such processes and procedures may include and are not limited to interest based, conflict resolution, dialogue, and stakeholder assemblies. They will call together as appropriate the AEA officers, management, and AEASO Executive Committee. AEA will consult with AEASO as provided in the Agreement between AEA and AEASO. Consultation will be characterized by a formal meeting called for that purpose with AEA providing prior notification to AEASO as to the nature and purpose of the meeting.

AEA and AEASO will develop an annual budget for joint expenses.

ARTICLE VI. EMPLOYEE RIGHTS

- A. **Organization**
 Employees have the right to organize, join and assist AEASO, to participate in negotiations with AEA through representatives of their own choosing for the purpose of establishing, maintaining, protecting, or improving terms and conditions of employment.
- B. **Personnel Files**
 An employee shall have access to the employee's personnel file and may review all materials therein in the presence of the person(s) responsible for keeping the files, provided all pre-employment materials of a confidential nature shall be removed prior to the employee's inspection of the file. No derogatory material pertaining to an employee shall be entered into the personnel file unless all of the following conditions have been met:
1. Such material is in writing and signed by its originator.
 2. The written signed material has been shown to the employee.
 3. The employee has acknowledged that he/she has read, but not necessarily agreed with, such material by affixing his/her signature to it. If the employee refuses to sign, the material will be placed in the file after a witness has signed confirming that the material was shown to the employee and the employee has refused to sign.

4. The employee is informed of the employee's right to attach a written response to such material. If the employee writes a response to such material, it shall be attached to said material.
5. Any such material, unless it is incorporated in the written comments in an appraisal instrument, shall be removed from the personnel file three (3) years after its date of origin, if it has not been used as part of a disciplinary or dismissal proceeding.

C. **Non-discrimination**

No employee shall be appointed, promoted, reduced in rank, removed, or in any way favored or discriminated against because of race, creed, color, sex, marital status, sexual orientation, lifestyle, religion, national origin, or handicap. Nor shall membership or participation in any organization be required. Preference in hiring may be given on the basis of sex, race or national origin to meet the goals of the affirmative action plan.

D. **Subcontracting**

Except as otherwise provided in this Agreement and excepting past practices and contracts, AEA will not subcontract work which can be performed by bargaining unit employees.

E. **Bargaining Unit Work**

AEA shall not reduce the number of bargaining unit employees because non-bargaining unit employees are performing bargaining unit employees' tasks or responsibilities. This does not limit AEA's right to determine the size and type of its work force.

F. **Local Option Affiliation and Integration**

AEA, AEASO, and the local option unit will consult on the integration of employees into the bargaining unit. AEA, AEASO, and the local option unit will mutually agree on seniority list placement and probationary status of the employee(s).

ARTICLE VII. NEGOTIATIONS

A. **Procedures**

A written request for negotiations may be submitted by either party on all matters relating to total compensation, hours and working conditions. The initial request for negotiations of a subsequent Agreement must be submitted four (4) months prior to the expiration of the Agreement.

1. A written acknowledgment will be made within two (2) weeks of the receipt of any such written request.
2. Negotiations will be conducted at times and places mutually agreed to by AEA and AEASO; provided, however, that the first meeting shall be held within thirty (30) days of such written acknowledgment.
3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist in the negotiations.
4. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary. Bargaining session expenses will be shared equally by AEA and AEASO.
5. Facts, opinions, proposals and counter-proposals shall be exchanged freely and in good faith during all negotiating sessions in an effort to reach mutual understanding and agreements.
6. AEASO shall submit in writing to AEA's president the names of its negotiating team members within fifteen (15) days following their election or appointment.
7. AEA shall submit in writing to AEASO's president the names of its negotiating team members within fifteen (15) days following their election or appointment.

B. Resolution of Impasse and Mediation

In the event that agreement has not been reached within sixty (60) days following the first negotiation session, either party may declare impasse. Impasse may be declared earlier by mutual agreement. Within ten (10) days thereafter, the parties shall mutually agree upon a mediator. In the event a mediator cannot be agreed upon, the parties shall contact the Federal Mediation and Conciliation Services for the appointment of a mediator. In the event the Federal Mediation and Conciliation Service is unavailable, the parties shall contact the American Arbitration Association. Subsequent mediation procedures shall be established with the approval of the mediator. Expenses incurred by a mediator shall be shared equally by the parties.

C. Ratification

The proposal tentatively agreed upon by the parties shall be subject to final ratification by each party in a manner determined by that party. Ratification must be of the total proposal.

D. Printing and Distribution of Agreement

AEA shall have the responsibility of typing and printing the Agreement. Any grammatical and/or editorial change must be initialed by the chairperson of each negotiating team. AEA shall distribute a copy of the Agreement to each Employee and fifty (50) copies to AEASO within thirty (30) days of its signing. Each employee hired thereafter shall also receive a copy of the Agreement from AEA. Any subsequent revisions or amendments shall also be printed at AEA's expense and distributed to each employee within fifteen (15) days of the printing.

ARTICLE VIII. AGREEMENT**A. Effect and Duration of Agreement**

This Agreement represents the full understanding and commitment between the parties. Upon ratification of both parties this agreement shall be in effect from March 1, 2018 through February 28, 2021. The Agreement for total compensation shall be in effect from March 1, 2018 through February 29, 2020.

1. This Agreement will only be amended through the bargaining process. If amended, it must be in writing and signed by both parties.
2. AEA and AEASO shall give full force and effect to this Agreement.
3. Should there be a conflict between this Agreement and AEA management practices or procedures, then the terms of this Agreement shall prevail.
4. This Agreement shall be automatically renewed for each ensuing fiscal year unless one or both of the parties declare to the other their intent to negotiate a new Agreement as provided in Article VII.

B. Exceptions for Innovation

The purpose of this process is to meet organizational and employee interests. Any party to this agreement may initiate this process.

1. Exceptions for innovation must be presented in writing to the AEA Executive Director and the AEASO President. Requests must include:
 - Description of how the exception for innovation will meet organizational and employee interests;
 - Modification and implications for agreement language; and
 - Cost and budgetary impact.
2. The AEA Executive Director and the AEASO President shall have the responsibility for involving their constituents in developing a process for joint consideration and approval of the exception for innovation request. Approval must be written and signed by the parties to the agreement.

3. The duration of the exception for innovation will be until such time as one or both parties terminate the agreement or the specified agreed upon time limit has been met.
4. The process for exception for innovation requires periodic review at specified intervals to determine if the intent and purpose of the exception for innovation are being met. Review will be through an interest-based process.
5. Positions may be created which are not defined by the current position descriptions. These new position descriptions may also call for salaries other than the current Organizational Consultant Staff Employee or Associate Staff Employee Salary Schedules. If such positions are created, AEA and AEASO shall jointly determine a process for establishing salaries and include such agreement as a Memo of Understanding to this Agreement.

C. **Maintenance of Standards**

All terms and conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that this Section shall not apply with regard to changes which:

1. Are expressly provided for in this Agreement;
2. Result from the implementation of any procedure expressly set forth in this Agreement (e.g. Reduction in Force); and
3. Relate to such matters as physical facilities, the size or location of an employee's office (e.g. within the same building or metropolitan area), an employee's office furnishings, or the amount and type of support staff assistance provided an employee.

D. **Severability**

If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be re-negotiated. If any provision of this agreement is affected by changes in the Fair Labor Standards Act or in Medicare eligibility standards, the provision(s) will be renegotiated. Such negotiations shall commence within thirty (30) days of the effective date of enactment or the final ruling and shall be confined to the impact of that ruling or enactment.

E. **Successor Employer**

If there is a corporate merger, affiliation or other event that results in the creation of a new or successor employer, this Agreement shall be binding in every respect upon the new or successor employer, its assignees or heirs, who shall continue to recognize AEASO as the exclusive bargaining representative for the employees that it represents as of the effective date of such event unless and until directed to do otherwise by the National Labor Relations Board (NLRB), a court, or an arbitrator. AEA will give timely notice in writing to any prospective new or successor employer of this Agreement and of this specific provision.

ARTICLE IX. POSITION DESCRIPTIONS

A. **Position Descriptions**

The current position descriptions for bargaining unit employees are defined in the AEA Performance Appraisal document.

B. **Modifications**

In the event AEA determines to modify said position descriptions or to combine employment categories, it will do so only after discussion with the affected employees and consultation with AEASO. In making any modifications of position descriptions, AEA will adhere, at a minimum, to the following criteria. The position descriptions will define necessary skills, knowledge and responsibilities for the position.

ARTICLE X. PERFORMANCE APPRAISAL

A. Document

The performance appraisal document shall be jointly developed by AEA as the representative of the leaders/members and the Board of Directors and AEASO as the representative of the members of the bargaining unit. It is incorporated into this contract by reference.

By September 1 of each year, AEA shall provide each employee with a copy of the performance appraisal document and process as defined by the joint AEA/AEASO Performance Appraisal Committee. This Committee shall meet annually to review the process and document and shall consist of an equal number of AEASO members and management.

B. Performance Outcome and Review Meetings

Probationary employees shall have performance outcomes established within 45 days of employment. Review shall occur at least once in the first six months of employment. After the first six months, all employees will be reviewed, and performance outcomes established at least annually by January 1.

ARTICLE XI. PROBATIONARY PERIOD

A. Length of Probationary Period

1. Organizational Consultant Staff Employees shall be on probationary status for a period of nine (9) months following the date of employment. Upon completion of the probationary period, the Organizational Consultant Staff Employee shall be considered as a regular Organizational Consultant Staff Employee, and will receive a letter stating that their probationary period has ended. If employees are not notified in writing their probationary has been extended then the employees will be considered a regular employee.
2. Associate Staff Employees shall be on probationary status for a period of six (6) months following the date of employment. Upon completion of the probationary period, the Associate Staff Employee shall be considered as a regular Associate Staff Employee and will receive a letter stating that their probationary period has ended. If employees are not notified in writing their probationary has been extended then the employees will be considered a regular employee.

B. Extension of Probation

Provided the probationary employee has received performance outcomes and has received written notice of performance concern(s), the Executive Director may extend the probationary period for up to two (2) times of three (3) months each. When the probationary period of an employee is to be extended, the Executive Director shall notify the employee thirty (30) days prior to the extension. The notification shall include the length of the extension and the reasons for the extension.

C. Change of Status

If a regular employee voluntarily moves from Associate Staff Employee status to Organizational Consultant Staff Employee status or from Organizational Consultant Staff Employee status to Associate Staff Employee status, the employee will not be required to fulfill a second probationary period. However, if the employee is not performing satisfactorily after twelve (12) months in the change-of-status assignment, the employee shall be returned to an assignment similar to the employee's former one with no negative consequences.

D. Termination

A probationary employee may be terminated at any time upon written notice by AEA. A probationary employee shall receive a warning prior to termination unless the reason for termination is immediate as provided in Article XII, Section C. Upon receipt of written notification termination shall be effective immediately:

1. Associate Staff Employees shall receive two (2) weeks of severance pay.
2. Organizational Consultant Staff Employees shall receive four (4) weeks of severance pay.
3. Upon termination, the employee shall be compensated for any unused earned vacation days.

ARTICLE XII. DISMISSAL**A. Dismissal for Just Cause**

An employee who has completed the probationary period may be terminated for just cause.

B. Procedures

Just cause can include, but is not limited to, deficient position performance. When dismissal is based on deficient position performance, it shall occur in accordance with the following procedures:

1. The employee's performance shall have been reviewed according to the procedures in Article X.
2. Within ten (10) days of a performance review meeting during which deficiencies have been communicated, a written deficiency notice shall be issued to the employee which shall contain the following:
 - a. Specific deficiencies;
 - b. Remedies;
 - c. The assistance to be provided by the AEA; and
 - d. A minimum period of sixty (60) days from receipt of the deficiency notice for the employee to improve performance.
3. If the problem is not corrected within the specified period of time, the employee shall receive written notification that performance in the position is still deficient and that the employee will be terminated unless the performance is improved to meet AEA standards within thirty (30) days. If the employee's performance is not improved to meet the standards within the thirty (30) days, the employee is notified in writing of immediate termination.

C. Immediate Termination

Any employee may be terminated immediately for any of the following reasons.

1. The employee has been abusive in his/her conduct resulting in physical harm or injury to co-workers, other employees, supervisors or the public.
2. The employee has persistently violated any regulation or order, or blatantly failed to obey any reasonable direction given by his/her supervisor.
3. The employee through gross negligence or willful misconduct has jeopardized the Association or caused damage to AEA property, including computerized records or data, or has stolen AEA or employee property.
4. The employee has intentionally falsified records or documents made, kept or maintained for and on behalf of the AEA.

If AEA believes an employee has engaged in behavior that is cause for immediate termination, a justification meeting will be held with the employee (and representative if any) in which a

written statement of the charge(s) and evidence supporting the charge(s) is provided. The employee will have the opportunity to respond to the charge(s) and evidence and to provide evidence in their defense. Subsequent to the justification meeting, if AEA believes the charge(s) are valid, AEA may issue an Intent to Terminate. If AEA believes the charges are invalid or do not support immediate termination, it may decide to take no action or to address the matter in other ways provided for by the contract.

An Intent to Terminate is effective five working days from the date of the justification meeting and may include other directives to the employee as AEA deems necessary or appropriate. During the five working days before the Intent to Terminate is effective, the employee is suspended with pay.

D. **Appeal of Termination**

If the employee wishes to appeal the termination s/he must give notice of intent to appeal, in writing to AEA, within five working days of receiving the Intent to Terminate. The appeal shall follow the AAA Expedited Labor Arbitration Process. The hearing and findings from the hearing are to be completed within thirty calendar days of notification of intent to appeal, therefore both parties must make every reasonable effort to achieve this time limit.

E. **Payments**

Pending the hearing and finding from the hearing, the employee may use any vacation leave, personal leave or exchange leave* (in that order) they have and in doing so, remain an employee with all the rights and privileges of an employee for as long as the leave lasts. If the employee prevails in the appeal hearing they will be reinstated with reinstatement of any pay lost and/or leave used subsequent to the conclusion of the period they were suspended with pay. If AEA prevails in the appeal hearing, no payment for any remaining leave the employee may have will be made.

* If an Associate has already designated how they will use exchange leave for the current fiscal year, they are not entitled to use it or be paid for it in any way than what was already designated.

ARTICLE XIII. DISCIPLINE

A. **Progressive Discipline**

Employees who have completed the probationary period who engage in improper conduct or behavior will be disciplined in accordance with just cause, due process and a progressive disciplinary process.

The process may include additional disciplinary actions and/or options if the Executive Director, the affected employee and AEASO concur. If an additional disciplinary action/option is agreed upon, it must be specified where it falls in the progressive discipline process.

B. **Purpose**

The existence and utilization of the progressive disciplinary process is to provide the employee with an opportunity to correct behavior and for AEA to discipline at the level commensurate with the improper conduct or behavior. In instances which meet the criteria set forth in Article XII, Section C, of this Agreement, however, immediate termination may be utilized.

C. **Procedure**

The disciplinary process shall be implemented as follows:

1. ***Oral Reprimand*** - The employee shall be reprimanded orally within ten (10) days of the incident.
2. ***Written Reprimand*** - The employee shall be given a written reprimand if the improper conduct or behavior persists. A copy of the reprimand, signed by the employee, shall be placed in the personnel file according to Article VI, Section B.

3. **Suspension** - Further recurrence of the improper conduct or behavior shall be cause for suspension with or without pay of the employee for up to five (5) days. The employee shall be notified in writing of such suspension within ten (10) days of the incident or reasonable knowledge of the incident and prior to the date of suspension.
4. **Termination** - If the improper conduct or behavior is not corrected and termination results, the employee shall be given written notification at least thirty (30) days prior to termination.
5. Upon receipt of the termination notice, the employee may, within five (5) days, request in writing to AEASO that the termination be submitted to arbitration.
6. The arbitration procedures will continue as provided for in Article XXIII (Grievance Procedure).
7. An employee may place written response to steps 1-3 in the employee's personnel file within ten (10) days of the disciplinary action.

ARTICLE XIV. REDUCTION IN FORCE

A. Reasons for Reduction in Force

1. AEA reserves the right to take actions which may be necessary to improve the efficiency and/or effectiveness of its operations, including structural and/or staff organization and reorganization.
2. AEA further reserves the right to lay off employees for:
 - a. Revenue decrease from one fiscal year to the next;
 - b. Membership decline from one fiscal year to the next;
 - c. Curtailment or replacement of existing facilities;
 - d. Curtailment or consolidation of existing positions; and/or
 - e. Curtailment or consolidation of current duties attached to one or more positions.

If AEASO contends that a layoff is not a result of one of the foregoing reasons, it may submit the matter to arbitration.

B. Notice of Proposed Reduction

Ninety (90) days prior to the proposed RIF, AEA shall notify AEASO of the impending RIF and reasons therefore. Sixty (60) days prior to the impending RIF, AEA shall notify the employees and AEASO of the number of Associate Staff Employee and Organizational Consultant Staff Employee positions to be reduced, the process by which to submit applications for alternative action, and the thirty (30) day deadline by which such applications must be received.

C. Voluntary Retirement

Applications for voluntary retirement under the provisions of this Article and NEA retirement plan shall be granted as deemed necessary to accomplish the RIF. An employee whose application for voluntary retirement is approved by AEA shall be paid for all unused leave time including vacation at the employee's current daily rate of pay.

D. Alternative Actions

Options below shall be extended to RIF employees.

1. Voluntary Resignation. An employee who resigns pursuant to this Article may apply for and shall be granted six (6) weeks salary and pay for all unused vacation and personal leave at the employee's current daily rate of pay.
2. Voluntary Leaves of Absence.
3. Additional options may be made available by AEA.

Should the number of alternative action applications by the thirtieth (30th) day following the sixty (60) day RIF notice (Section B, above) not accomplish the RIF, the number of employees further needed to accomplish the RIF shall then be laid off in reverse order of seniority as defined in Article XV.

E. Order of Layoff

No employee may be laid off under the provisions of this Article while any other employee of less seniority is retained to provide a service which said senior employee is qualified and competent to provide. The determination by the Executive Director of such qualifications and competence shall be based on the employee's prior job performance, relevant job experience, expertise, and qualifications for the position.

F. Notice of Layoff

Written notice of layoff will be given by AEA to AEASO and to the affected employee(s) thirty (30) days prior to the effective layoff date.

G. Rights and Benefits

Laid off employees shall be entitled to all of the following rights and benefits:

1. Three (3) weeks' salary at the employee's current rate of pay;
2. Pay for all unused sick leave, personal leave, and accumulated vacation leave at the employee's current daily rate of pay;
3. Assistance by AEA in efforts to locate employment elsewhere; and
4. Recall rights for two (2) years following the layoff pursuant to Section H.

H. Recall

When vacancies occur in the bargaining unit, laid-off employees shall be recalled in seniority order via the following procedure:

1. Notice of recall shall be given by registered mail to the last address given to the AEA by the employee.
2. A copy of the notice shall be given to AEASO.
3. If an employee fails to respond within fourteen (14) days of receipt of the above recall notice, he/she shall be deemed to have refused the position offered and to have abrogated his/her recall rights.
4. Before an employee is removed from the recall list, AEA shall notify AEASO and inform it of the basis for the removal.
5. All benefits to which employees were entitled at the time of their layoff shall be resumed upon their return to AEA employment.

I. Filling of Vacancies

Notwithstanding any other provision of this Agreement, no vacancy in the bargaining unit will be filled by AEA until the procedures set forth in Section H of this Article have been complied with.

J. Redefinition/Realignment of Positions

If a redefinition or a realignment of positions is proposed by AEA pursuant to a RIF, AEASO shall be notified sixty (60) days prior to the effective date of such a redefinition or a realignment and assignments of employees to these positions shall occur pursuant to Article XV (Seniority) and Article XVI (Assignment, Vacancies and Transfer) of this Agreement.

K. Affirmative Action

Notwithstanding any other provision of this Agreement, the commitment of AEA and AEASO to Affirmative Action will be maintained in the event of layoff by making a good faith effort to retain ethnic minority and male Associate Staff Employees, and ethnic minority and female Organizational Consultant Staff Employees at the same percentage as their percentage of

Associate Staff Employee and Organizational Consultant Staff Employees are as of the sixty (60) day RIF notification date.

ARTICLE XV. SENIORITY

A. Definition

Seniority shall be computed from an employee's most recent date of hire with AEA, including an employee's probationary period. Time spent on leaves of absence shall be counted in computing an employee's seniority for up to twelve (12) months.

B. Seniority List

A single seniority list for all bargaining unit employees shall be maintained and updated as changes occur in employment.

1. See Appendix A – Staff Seniority List.

ARTICLE XVI. ASSIGNMENT, VACANCIES AND TRANSFER

A. Definitions

1. "Assignment" means the designation of an employee to a specific supervisor, the office location, the allocation of task responsibilities including local association assignments, and in addition for Associate Staff Employee, the designated number of hours of work per week. Assignments shall be made by the Executive Director.
2. "Position" means one of the categories of AEA employment, i.e. Associate Staff Employee, Organizational Consultant Staff Employee, or a combination of these categories.
3. "Transfer" means a change in the assignment of an employee as a result of a vacancy.
4. "Vacancy" means any position authorized and funded by the AEA Board of Directors and which is not filled.

B. Change in Assignment

1. A change in assignment is a significant reallocation of task responsibilities and/or other changes in assignment as defined above. A change in assignment shall be implemented only after consultation with the employee(s) and AEASO. The affected employee(s) and AEASO shall receive written notice fourteen (14) days prior to implementing a supervisor change and thirty (30) days prior notice for all other changes in assignment. Such changes may be implemented prior to thirty (30) days by mutual agreement.
2. If the employee does not concur with the change in assignment, it shall be considered an involuntary reassignment and shall be made in neither an arbitrary nor capricious manner. No employee shall be involuntarily reassigned more than once during a twenty-four (24) month period from the start of the reassignment to a position which is seventy-five (75) miles or more from the employee's current assignment except by mutual agreement between the employee and the Executive Director.
3. When major tasks and responsibilities are proposed to be decentralized, or centralized, or undertaken in significantly different ways, AEA will consult with AEASO, per Article V, about how it is to occur.
4. If an employee initiates and/or concurs with a change in an assignment including task responsibilities from more than one position description on a temporary or experimental basis, employees directly affected shall be involved in the design of the implementation of the change in assignment. AEASO shall be consulted.

C. Vacancies and Transfers

1. Vacancies

Upon determination of a vacancy by AEA, the vacancy shall be posted and bargaining unit members notified of the vacancy prior to general notification to outside agencies. Current employees who wish to apply for the posted vacancy, or an assignment which may become open as a result of the transfer of a current employee, must apply in writing within seven (7) days of the notification of the vacancy.

2. Voluntary Transfer

A bargaining unit member who applies for a vacancy shall be interviewed and shall be given first consideration prior to interviewing outside applicants. Criteria to be considered are recommendations of appropriate Board members and local leaders, where applicable and consistent with this Agreement, prior job performance, relevant job experience and skills, number of years in the current assignment, seniority, the requirements of the position description, and specific qualifications for the assignment.

- a. If two or more current employees apply for a vacancy and equally meet the above criteria for the posted position, it will be offered in seniority order to the equally qualified current employees.
- b. If any current employee's application for a vacancy is not granted, AEA shall give said employee(s) written notification stating the reasons.

3. Involuntary Transfer

Involuntary transfer shall be made with consideration given to the employee's seniority and preference.

- a. Involuntary transfer shall be made in neither an arbitrary nor capricious manner.
- b. There shall be no involuntary transfer if any qualified volunteer exists to fill the assignment. No employee shall be involuntarily transferred more than once during the term of this Agreement to a position which is seventy-five (75) miles or more from the employee's current assignment except by mutual agreement between the employee and the Executive Director.

ARTICLE XVII. NEW EMPLOYEE ORIENTATION

AEA and AEASO shall jointly provide all new employees with a formal orientation to the structure and purposes of AEA within thirty (30) days of their hire date. This orientation shall include information regarding organizational and office policies, practices and procedures, and the AEA-AEASO Agreement.

ARTICLE XVIII. MOVING EXPENSES

A. Criteria and Expenses

When an employee is required by AEA to relocate to an office seventy-five (75) miles or more from a present position due to an assignment, AEA shall arrange and pay for the following expenses related to that relocation:

1. Transportation costs of moving one (1) vehicle per AEA's mileage reimbursement formula;
2. Actual costs of packing, loading, transporting, unloading, and unpacking of household goods with a mover approved by AEA;
3. Storage costs for household goods if new residence is not available for immediate occupancy, not to exceed seven (7) days, with a mover approved by AEA;
4. Reasonable food and lodging expenses for the employee and members of household from date of leaving current residence to date of occupying new residence, not to exceed seven

(7) days, provided that the new residence is not available for immediate occupancy upon assignment;

5. Travel, food and lodging expenses for the employee and one member of household to look for new residence not to exceed three (3) days;
6. Payment of unexpired lease of rental unit provided employee has secured a transfer provision in said lease and such provision is not adhered to; and
7. Payment of utility and telephone hook-up fees.

B. New Employee Moving Expense Reimbursement Criteria and Expenses:

When a new employee is hired by AEA to relocate their residence to work in Arizona, or hired from within the state of Arizona to work in a location other than their current residence within the state of Arizona. AEA shall arrange and pay for the following expenses related to that relocation:

1. Transportation costs of moving one (1) vehicle per AEA's mileage reimbursement formula;
2. AEA requires that the new employee receive three bids for the move from three different moving companies for the actual costs of moving the new employees' household goods/furniture. AEA will review the bids with the new employee and AEA will determine which bid to accept from a mover approved by AEA;
3. Storage costs for household goods if new residence is not available for immediate occupancy, not to exceed four (4) days, with a mover approved by AEA;
4. Reasonable food and lodging expenses for the employee and members of household from date of leaving current residence to date of occupying new residence, not to exceed seven (7) days, provided that the new residence is not available for immediate occupancy upon assignment;
5. Travel, food and lodging expenses for the employee and one member of household to look for new residence not to exceed three (3) days.

ARTICLE XIX. WORKING CONDITIONS

AEA is responsible for providing reasonable conditions under which employees can effectively perform their duties.

A. Associate Staff Employee Hours

Each full-time Associate Staff Employee shall work forty (40) hours per week (Saturday through the following Friday) between the hours of 7:30 a.m. and 5:00 p.m., as assigned by the Executive Director. Associate Staff Employees may work before or after these hours with the approval of the Executive Director. Part-time Associate Staff Employees shall have a regular work week as assigned by the Executive Director.

1. The Executive Director shall consult each Associate Staff Employee to determine the employee's preference of work schedule prior to assignment by September 1 of each year. In determining work schedules, consideration will be given to the employee's seniority and preference, adequate office coverage, work responsibility, and back-up coverage. Assignments may include a variance in hours worked each day, provided the schedule totals forty (40) hours per week, or regular work week for Part-time Employees. An employee's choice of work schedule shall not be unreasonably denied. Work schedules may be adjusted periodically with the approval of the Executive Director.
2. A Part-time Associate Staff Employee may request in writing a review of his/her regular work schedule at any time the employee believes the workload has changed on an ongoing basis. The Executive Director shall respond in writing within ten (10) days of receipt of the request. Any change in the employee's regular work week shall be effective as of the date of the request.

3. Each Associate Staff Employee shall be given one (1) hour for lunch (except that an Associate Staff Employee may choose half an hour for lunch), and one twenty (20) minute rest break in the morning and one twenty (20) minute rest break in the afternoon each day. Other options must be approved by the Manager.
4. If an Associate Staff Employee has been through an Organizational Consultant Staff Employee preparation program then they will have up to sixty (60) days to be mentored in that capacity.

B. Overtime

1. No overtime will be worked by any Associate Staff Employee unless it has been specifically authorized by the Executive Director. An employee may request establishment of a bank of hours for overtime or extra work in a regional office. If a request for overtime is denied by the designee, the employee may appeal to the Executive Director.
2. Overtime work shall be on a voluntary basis. If there are no qualified volunteers, the Executive Director may direct Associate Staff Employees to work overtime or to keep the office open at other than regularly scheduled office hours. Required overtime work shall be distributed equitably among qualified Associate Staff Employees.
3. Overtime payments shall be computed in quarter-hour segments at time and one-half (1/2) for overtime beyond forty (40) hours worked in a week. All work performed on Sundays or holidays shall be compensated at double time.

C. Organizational Consultant Staff Employee Hours

1. Each Organizational Consultant Staff Employee shall establish his/her own work schedule necessary in order to accomplish the responsibilities and duties assigned by the Executive Director. As the employee schedules his/her own work, a self-scheduling employee shall remain responsible for performing assigned tasks and attending required meetings and should not expect others to do his/her work. A self-scheduling employee remains responsible for contacting his/her office daily and for receiving messages and other information. Each day, the employee should provide Associate Staff Employee with an approximate schedule and a telephone number where the employee can be reached for messages and emergencies, or a time during the day when the employee will call for messages or be in the office.
2. Normally an employee will not be required to work on Sunday. However, if an employee is required by AEA to work on Sunday, then such employee shall be granted two administrative leave days. If an employee requests to work on a Sunday, and the employee's supervisor approves such work, and the employee works a minimum of eight (8) hours, including travel time, the employee shall be granted two (2) paid administrative leave days for each Sunday worked. If the work is less than eight (8) hours, other options may be approved by the Executive Director. If an employee expects to receive paid administrative leave for Sunday work, the employee must receive written approval for the work and for paid administrative leave prior to accomplishing the work. If administrative leave is granted for Sunday work, such work will not be considered in granting a schedule adjustment. Managers shall respond to the request for Sunday work within fourteen (14) days from the receipt of the request. If no response to the request is received within fourteen (14) days, the request shall be deemed approved, unless the request is made fewer than fourteen (14) days before the Sunday work is to be performed. Administrative leave days must be taken within six (6) months of being earned. Administrative leave days may be substituted for previously-approved vacation if the time reporting period in which the administrative days will be utilized is still open.
3. If an employee does not perform or report to work for a day, (Monday through Friday) the appropriate leave should be taken. In the event that circumstances create an unusually burdensome work schedule, an Organizational Consultant Staff Employee may request a

schedule adjustment from the Executive Director. A schedule adjustment is leave time in addition to leave otherwise provided in this Agreement and requires prior approval.

4. The number of hours worked during a week varies according to job responsibilities and the employee's time management skills are an appropriate item for performance discussions.

D. Employee Development

1. AEA will establish an Employee Development Fund to support employee learning that advances accomplishment of AEA's strategic objectives. The Employee Development Fund will be maintained at \$5,000 as of January 15 of each fiscal year.
2. An AEA-AEASO Committee, to be known as the Employee Development Committee, consisting of one manager and four employees will develop, administer, evaluate, revise policies related to this fund and disburse monies from this fund. Office teams and center teams may tentatively approve requests. The employee development committee has final authority to approve such requests.
3. AEA may require training for an employee to maintain the employee's present position. AEA shall pay the costs of such training.
4. AEA will provide training for employees, as agreed in the employee's performance outcomes.
5. AEA will provide necessary training to employees who are required to perform new tasks.

E. Materials, Supplies, and Support

The AEA shall provide employees such supplies, furnishings, equipment, publications, materials, private office space for Organizational Consultant Staff Employees, facilities and support services, as are necessary for the performance of their duties.

1. If AEASO determines the decision/actions AEA is capricious, unreasonable, or adversely affects the ability of employees to perform their duties, it may submit the issue to the grievance and arbitration procedures of this Agreement.
2. Employees are responsible for communicating in a reasonable manner their needs for the effective performance of their duties.
3. When employees use personal equipment in the performance of job duties, such use shall be with prior approval of the AEA and pursuant to agreed-upon terms for maintenance and/or replacement of the equipment.
4. By September 15 of each year, the unedited requests of employees for such items will be submitted to the AEA Budget Committee.

F. Office Safety and Health Standards

1. AEA shall provide and maintain physical facilities that are secure, well lighted and that are clean and free of health and safety hazards.
2. If, due to mechanical failure of office heating or cooling units, an office temperature exceeds reasonable ranges for three (3) or more consecutive days, the Executive Director shall consult with affected employees to determine viable, alternative working arrangements.

G. Severe Weather Conditions

In the event of severe weather conditions, an employee who is unable to report for work or must leave work early shall report those circumstances to the Executive Director as soon as possible. If an employee does not receive prior approval, the Executive Director may request verification before authorizing pay for such time.

H. Fidelity Bond

All employees are covered by a blanket fidelity bond.

ARTICLE XX. JOB SHARING

A. Request

Two employees may initiate a written request for job sharing at any time to the Executive Director, with a copy to AEASO.

B. Agreement

The employees and the Executive Director shall establish the job sharing arrangements by mutual agreement, and record such arrangements in a three (3) party Memorandum of Agreement. AEASO shall receive a copy of the Memorandum of Agreement.

1. The initial job-sharing Memorandum shall be for one (1) year. An interim employee may be employed to fill the other assignment.
2. The job-sharing Memorandum shall be continued after the initial year on the mutual agreement of the employees and the Executive Director.
3. The Memorandum shall specify: (a) The method(s) by which the employees will accomplish the task responsibilities of the assignment, whether by division of workload or work schedule; (b) Provisions for dealing with any change in the employment status of the parties; and (c) Timelines and procedures for amending the job-sharing Memorandum.

C. Compensation

The employees working under a job-sharing Memorandum shall be compensated as follows:

1. The salary of each employee will be based on the employee's placement on the Salary Schedule, prorated based on the relationship of the workload or work schedule to that of a normal full-time employee.
2. Insurance benefits will be pro-rated according to the provisions of Article XXIX, Section H.

D. Benefits

Employees under a job-sharing Memorandum shall be eligible for all other benefits provided in the Agreement. Leaves of absence, holidays and vacation time will be earned and/or charged at the same prorated level as each employee's salary pro-ration.

E. Employee Rights

Except as provided in this section, employees working under a job-sharing Memorandum shall be afforded all rights provided in this Agreement.

1. Rights to the voluntary transfer provisions shall be contingent on the availability of a suitable and timely replacement to fulfill the job-sharing Memorandum.
2. An involuntary transfer shall only be affected at the same level of workload or work schedule as the employee is fulfilling under the job-sharing Memorandum.

ARTICLE XXI. EMPLOYEE PROTECTION

A. Responsibility

AEA shall defend and save harmless an employee from financial liability including fines, attorneys' fees and posting of bail or bond arising out of any claim, suit, criminal prosecution or judgment against the employee due to conduct which is inside the scope of employment unless the employee has been grossly negligent or engaged in intentional acts of misconduct. This shall include assaults on employees which are not initiated by them. Such incidents shall promptly be reported to AEA. This provision shall apply to claims and lawsuits against employees, and shall not apply to claims by employees for damage to their own vehicle or property.

B. Incarceration

If an employee is incarcerated for the appropriate conduct related to the employee's employment, the employee shall continue to be paid at the employee's regular salary.

C. **Required Appearances**

Time lost by an employee in connection with an appearance before a judicial body or legal authority for the foregoing reasons shall result in no loss in wages or benefits.

D. **Job-Related Injury**

If an employee is absent because of a job-related injury, as determined by the Industrial Commission, the following procedures shall be effective:

1. During the first seven (7) days of absence (prior to the implementation of worker's compensation benefits) the employee shall not be docked sick leave time.
2. Beginning on the eighth (8th) day of absence and continuing through the elimination period as required by the Group Long Term Disability Coverage, the employee shall:
 - a. Receive normal salary.
 - b. Be docked at the rate of one-third (1/3) day of sick leave per day of absence as long as the employee remains eligible for worker's compensation benefits and then one (1) day of sick leave per day of absence, until all accumulated sick leave is used. If the employee's accumulation is not sufficient to satisfy the disability elimination period, AEA will continue to pay normal salary until that period is satisfied, and
 - c. Reimburse AEA any financial benefits received from the worker's compensation insurance.

ARTICLE XXII. EMPLOYMENT CATEGORIES

A. **Interns**

1. **Regular Employee Interns**

A regular employee who is hired as an intern shall be subject to this Agreement as follows:

- a. The intern shall retain all rights and benefits granted by this Agreement except those granted by Article XVI (Assignment, Vacancy, and Transfer), Article XVII (Moving Expenses), and Article XVIII (Working Conditions, Section E, Materials & Supplies, Private Office Space). The intern shall have no contractual preference for employment by AEA in a position comparable to the internship after the term of the internship, but shall be returned to the intern's former AEA assignment.
- b. The salary for an intern shall be jointly determined by AEA and AEASO.

2. **Externally Hired Interns**

An intern who is hired from outside the bargaining unit shall be subject to this Agreement, as follows:

- a. The following terms and conditions shall be provided an interns work hours, facilities (except private office), equipment and materials, travel expenses, short-term paid leaves (sick, personal, bereavement, civic, and religious), performance appraisal, employee protection, discipline, grievance procedure, holidays, vacation (except that an intern shall earn one day per month of employment), and resignation.
- b. The following terms and conditions are specifically excluded and will not apply to an intern: seniority, reduction-in-force, vacancies, assignment and transfer, retirement, and paid and unpaid extended leaves. An intern shall have no contractual preference for employment by AEA after the term of the internship.
- c. The salary for an intern shall be jointly determined by AEA and AEASO. An intern shall be provided one of two options for insurance/retirement benefits:
 - (1) Paid employee medical insurance, life insurance, LTD insurance, and AD&D insurance as provided in this Agreement, with the option to purchase

dependent medical and/or employee and dependent dental insurance by paying the premium costs; or

- (2) Continuing the intern's current insurance and retirement program and receiving reimbursement up to the amount equal to the costs provided in Option (1).
3. AEA will define and list the purpose, general nature of tasks, and responsibilities and expected learning opportunities for each intern vacancy posting. A learning plan will be developed by AEA, the intern, and a regular employee who is designated as the intern's mentor.

B. Interim Employees

1. Terms and Conditions of Employment

An interim employee shall be employed subject to this Agreement as follows: work hours, facilities, equipment and materials, travel expenses, short-term paid leaves (sick, personal, bereavement, civic, and religious), performance appraisal, employee protection, discipline, grievance procedure, holidays, vacation (except that an interim employee shall earn one (1) day per month of employment), and resignation.

2. The following terms and conditions are specifically excluded and will not apply to an interim employee: reduction-in-force, vacancies, assignment and transfer, seniority, retirement, and unpaid extended leaves.
3. The interim employee shall be placed on the Associate Staff Employee or Organizational Consultant Staff Employee Salary Schedule according to Article XXX, Section E.
4. An interim employee has no contractual preference for employment by AEA.

C. Special Assignment Employees

1. Terms and Conditions of Employment

A special assignment employee shall be employed subject to this Agreement, as follows:

- a. The following terms and conditions shall be provided a special assignment employee who is hired from outside the bargaining unit: work hours, facilities, equipment and materials, travel expenses, short-term paid leaves (sick, personal, bereavement, civic, and religious), performance appraisal, employee protection, discipline, grievance procedure, holidays, vacation (except that a special assignment employee shall earn one (1) day per month of employment), and resignation.
- b. The following terms and conditions are specifically excluded and will not apply to a special assignment employee who is hired from outside the bargaining unit: reduction-in-force, vacancies, assignment and transfer, retirement, and unpaid extended leaves.
- c. The compensation for a special assignment employee shall be jointly determined by AEA and AEASO.
- d. A regular employee who has transferred to a special assignment shall maintain all the rights and benefits granted by this Agreement.

2. Hiring Conditions and Assignment for Newly Hired Special Assignment Employee

A special assignment employee who is hired from outside the bargaining unit shall be notified of the beginning and ending dates of employment and the following special conditions of their employment prior to hire:

- a. While employed as a special assignment employee, the employee's performance will be appraised according to the performance appraisal provisions of this Agreement, but the special assignment employee's employment shall not be that of a

probationary nor regular employee. Their employment may be terminated at the end of their special assignment employment period without cause.

- b. Upon their ending date of employment, the special assignment employee has the following special considerations for regular employment: If their performance, as determined by the performance appraisal system, meets outcomes and standards, and if the AEA decides to maintain the assignment which the special assignment employee had been filling, and if no regular employee fills the vacancy through a transfer, the special assignment employee has preference for the position over any other outside applicant.
- c. When a special assignment employee who was hired from outside the unit is hired as an employee, such employee can petition to receive retroactive credit on a month per month basis for their employment as a special assignment employee toward completion of such employee's probationary period. If any portion is granted, AEA may extend such employee's probationary period not to exceed a total of fifteen (15) months.
- d. Seniority shall not be granted for experience as a special assignment employee unless the special assignment employee has been hired as a regular employee within three (3) months of the ending date of their special assignment employee status. If a special assignment employee is hired within three (3) months of their ending date, their seniority date will be their initial date of employment as a special assignment employee.

3. **Transfer and Assignment Rights for Regular Employees**

Regular employees shall have the following rights to an assignment as a special assignment employee:

- a. A special assignment employee vacancy will be posted and filled according to Article XVI, Assignment, Vacancies and Transfer.
- b. If a regular employee is transferred into a special assignment, the assignment vacated by the regular employee will be filled with an interim employee. Upon the ending date of the special assignment, if it continues, the regular employee has the option of staying in the special assignment or returning to their prior assignment. If deficiencies have been identified, the employee may be returned to the employee's former assignment. If the special assignment is not continued, the regular employee shall be returned to the employee's former assignment.
- c. If a special assignment, which has been filled according to Section D, Subsection 3 of this Article, is continued as a regular assignment, it will be posted and filled according to Article XVI, Assignment, Vacancies and Transfer.

D. **Part-Time Organizational Consultants**

1. **Part-Time Organizational Consultant Program**

AEA and AEASO shall jointly develop the guidelines, criteria, operating procedures, and terms and conditions of employment in addition to those specified in this section for the Part-time Organizational Consultant program.

2. **Terms and Conditions of Employment**

A Part-time Organizational Consultant shall be subject to this agreement as follows:

- a. The following terms and conditions shall be provided a Part-time Organizational Consultant who is hired outside the bargaining unit: work hours (an approximate average of 4 to 5 hours per week), business expenses (except credit cards), performance appraisal, employee protection (except D. Job-Related Injury), and grievance procedure.

- b. The following terms and conditions are specifically excluded and will not apply to a Part-time Organizational Consultant who is hired from outside the bargaining unit: short-term paid leaves, unpaid extended leaves, holidays, vacation, resignation, reduction-in-force, vacancies, assignment and transfer, retirement, seniority, probation, discipline, dismissal, and insurance.
 - c. A regular employee who applies and is assigned to a Part-time Organizational Consultant position shall maintain all the rights and benefits granted by this agreement.
3. **Hiring Conditions and Assignments for Newly Hired Part-Time Organizational Consultant**
 A Part-time Organizational Consultant, who is hired from outside the bargaining unit shall be notified of the beginning and ending dates of employment and shall enter into an agreement of employment with AEA as defined by the AEA, AEASO jointly developed Part-time Organizational Consultant program.
4. **Application and Assignment Rights for Associate Staff Employee**
 A current Associate Staff Employee shall have the right to apply for employment as a Part-time Organizational Consultant. A Part-time Organizational Consultant vacancy will be posted and filled according to Article XVI. Assignment, Vacancies, and Transfers.
- a. The current Associate Staff Employee must have the ability to perform the work of Part-time Organizational Consultant in addition to the employee's current assignment.
 - b. A current Associate Staff Employee may not perform the work of a Part-time Organizational Consultant while on approved AEA sick, bereavement, or religious leave time.
5. **Salary for Part-Time Organizational Consultant**
- a. **Part-Time Organizational Consultant Hired Outside of Bargaining Unit**
 The annual salary of a Part-time Organizational Consultant hired outside the bargaining unit shall be ten percent (10%) of the scheduled starting salary per Article XXX of the Organizational Consultant Staff Employee Salary Schedule. The salary of a Part-time Organizational Consultant, who does not work the entire year, shall be prorated accordingly. This salary may be modified by joint agreement by AEA and AEASO.
 - b. **Current Associate Staff Employee as Part-Time Organizational Consultant**
 A current Associate Staff Employee who is assigned to a Part-time Organizational Consultant position shall be compensated for their work as a Part-time Organizational Consultant at two (2.0) times their current hourly rate up to a maximum annual salary equal to ten percent (10%) of the scheduled starting salary per Article XXX of the Organizational Consultant Staff Employee Salary Schedule. This salary may be modified by joint agreement by AEA and AEASO.

ARTICLE XXIII. GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" shall be an allegation by an employee, a group of employees or AEASO that there has been a misinterpretation, violation or misapplication of a provision of this Agreement. A grievance shall further mean a formal statement by an employee or AEASO that either has been treated inequitably in the application of established AEA policy or practice governing or affecting its employees. Except that the term grievance shall not apply to any matter upon which the AEA is without authority to act.
- 2. An "aggrieved person" is an employee or AEASO asserting a grievance.

B. Purposes

The purpose of this procedure is to secure, at the lowest executive level, equitable solutions to the problems which may, from time to time, arise.

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate person and have the grievance or complaint adjusted, provided the adjustment is consistent with the terms of this professional negotiations Agreement. AEASO shall have the opportunity to be present and to state its views at any level in the formal grievance procedure.

C. Informal Procedure

If an employee believes that he/she has a grievance, the employee shall within twenty-one (21) days following the date the employee knew or should have known of the action by AEA that is being grieved, first discuss it with the immediate supervisor, either individually or through AEASO's grievance representative, in an effort to resolve the problem informally. The immediate supervisor shall respond to the individual or AEASO's grievance representative within seven (7) days of the discussion, provided, however, that a grievance affecting a group of employees may be initiated at Level One.

D. Formal Procedure***Level One - Executive Director***

1. If the aggrieved person is not satisfied with the outcome of the informal procedure, a written grievance may be filed with the Executive Director within twenty-eight (28) days following the date the employee knew or should have known of the action by AEA that is being grieved. The written grievance shall be directed toward the appropriate Agreement provision, policy, or practice. Information copies are to be sent by the aggrieved party to the grievance representative of AEASO and to the Executive Director.
2. The aggrieved person or the Executive Director may request a conference prior to the rendering of the decision. The employee may: (1) discuss the grievance personally, or (2) request that an AEASO grievance representative accompany the employee, or (3) request that an AEASO grievance representative act on the employee's behalf.
3. The Executive Director, within seven (7) days after receipt of the grievance or after the personal conference, shall render a written decision to the aggrieved person, with a copy to the grievance representative of AEASO.

Level Two - Arbitration

1. AEASO may, within fourteen (14) days after receipt of the Executive Director's decision, submit the grievance to arbitration by so notifying the Executive Director in writing.
2. AEA and AEASO shall, within seven (7) days after the written notice is received by AEA, select jointly an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within seven (7) days, the American Arbitration Association shall be called upon immediately to select an arbitrator.
3. The arbitrator shall have the authority to hold hearings and make procedural rules.
4. The arbitrator may confer with representatives of the AEA and AEASO, may review the records of the prior meetings, and may hold such further hearings as deemed necessary. Conclusions will be issued within a reasonable time after the date of the close of the last hearing or, if oral hearings have been waived, then within a reasonable time after the date on which final statements and evidence are submitted to the arbitrator.
5. Unless otherwise agreed to by AEA and AEASO, the grievance originally filed, including the issue presented and the remedy requested, shall constitute the arbitral submission.

6. The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
7. If at arbitration a party introduces evidence, the general nature of which was not indicated at the level one meeting, or changes its Level One position, the other party shall be entitled, upon request, to an adjournment of sufficient length to prepare a response.
8. The arbitrator's conclusions shall be submitted in writing to AEA, with a copy to AEASO, and shall set forth findings of fact, reasoning, and conclusions which shall be consistent with existing statutes.
9. The conclusions of the arbitrator shall be binding upon AEA, AEASO, and the employees, only in those grievances which allege an act or condition which is contrary to the specific terms and conditions of this Agreement. All other awards shall be advisory recommendations only.
10. All costs and expenses for the services of the arbitrator shall be shared equally by AEA and AEASO.

E. **General Provisions**

1. **Reprisals**
Reprisals shall not be taken against any employee for participation in the grievance procedure.
2. **Representation**
When an employee is not represented by AEASO, the staff organization shall have the right to be present to state its views at all stages.
3. **Process Forfeitures**
Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal. Timelines may be extended by mutual agreement of the parties.
4. **Documents**
All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. **Forms**
Forms for processing grievances will be prepared by the Executive Director. The forms will be printed by AEA and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. **Withdrawal of Grievance**
A grievance may be withdrawn at any level without prejudice. It cannot be reopened so long as AEA and AEASO have agreed to the withdrawal.

ARTICLE XXIV. LEAVES OF ABSENCE

A. **Sick Leave**

Each continuing employee shall be granted twelve (12) days of sick leave with unlimited accumulation, at the beginning of each fiscal year. A continuing employee who is on a part-time schedule, or an interim employee shall be granted sick leave based on the number of hours in the employee's normal work day.

1. Associate Staff Employee may use sick leave in less than full day increments with the prior approval of the Executive Director.

2. Sick leave may be used by an employee for personal, family, or household illness or injury.
3. The employee shall notify the Executive Director of an absence as soon as possible.
4. An employee who does not work the full fiscal year shall have the sick leave prorated at the rate of one (1) day per month. The salary of an employee shall be adjusted to compensate for any sick leave taken in excess of those accumulated.
5. A sick leave bank will be set up for employees to apply and receive full-day increments for seriously incapacitating or extended personal injury or illness to self or immediate family.
 - a. The sick leave bank will be administered by a joint AEA/AEASO committee composed of one manager, one Associate Staff Employee and Organizational Consultant Staff Employee.
 - b. The sick leave bank will be maintained for all AEA employees. Participation shall be on a voluntary basis with employees who wish to participate initially contributing one (1) to five (5) days, from current year, during the month of September. Employees not participating in previous years may enroll in the sick leave bank during the month of September of any succeeding year by contributing at least one (1) day of sick leave.
 - c. New employees may join the sick leave bank by contributing one (1) day of earned sick leave.
 - d. If the committee deems it necessary they may request additional voluntary contributions from bank members at other times of the year.
 - e. AEA will not be liable to reimburse above the value of the days in the bank.

B. Exchange Leave

Each Associate Staff Employee shall be granted three (3) non-cumulative exchange leave days at the beginning of each fiscal year. An employee who is on a part-time schedule shall accrue exchange leave based on the number of hours in the employee's normal work day.

1. An Associate Staff Employee who does not work the full fiscal year shall have exchange leave days prorated. The employee shall have three (3) exchange leave days except: If the employee is hired January 1 or after, the employee shall have two (2) exchange leave days, and if the employee is hired May 1 or after, the employee shall have one (1) exchange leave day.
2. If the Associate Staff Employee notifies the Executive Director on the applicable form by October 1 of each year, an Associate Staff Employee may exchange these three (3) leave days for one of the following two options:
 - a. Three (3) days of additional pay at the employee's October 1 daily rate of pay to be paid to the employee on October 31.
 - b. The equivalent of three (3) days of additional pay at the employee's October 1 daily rate of pay to be contributed to the employee's 401K account on October 31.

An Associate Staff Employee must be employed by October 1 in order to be able to exchange the days for the above 2 options.

3. Exchange leave days shall be used at the discretion of the employee. Associate Staff Employee may take exchange leave in less than full day increments with the approval of the Executive Director. Notification to use an exchange leave day shall be given to the Executive Director at least one (1) day in advance, except in the case of an emergency.

C. **Personal Leave**

Each employee shall be granted three (3) days personal leave at the beginning of each fiscal year. An employee who is on a part-time schedule shall accrue personal leave based on the number of hours in the employee's normal work day.

An employee who does not work the full fiscal year shall have personal days prorated. The employee shall have three (3) personal days except: If the employee is hired January 1 or after, the employee shall have two (2) personal days, and if the employee is hired May 1 or after, the employee shall have one (1) personal day.

1. Notification shall be given to the Executive Director at least one (1) day in advance, except in the case of emergency.
2. Personal leave shall be used at the discretion of the employee. Associate Staff Employee may take personal leave in less than full day increments with the approval of the Executive Director.

D. **Bereavement Leave**

AEA shall allow up to five (5) days of leave per occurrence, per year, non-cumulative, without loss of pay, for death in the family or household of an employee. The Executive Director may approve other bereavement leave requests.

E. **Religious Leave**

Employees of a faith observing special religious days may use sick, personal, or vacation leave on these days. The employee shall make prior arrangements with the Executive Director.

F. **Civic Duty Leave**

Jury duty leave will be granted to an employee when called to serve on a jury. Compensation for jury duty leave shall be as follows:

1. Compensation received for jury service (less transportation expenses) shall be endorsed to AEA based on the number of hours in the employee's normal work day.
2. An employee may take vacation or leave without pay and keep any compensation received as a juror.

An employee may take leave with pay to testify in a court of law in connection with an employment-related incident.

G. **Public Service Leave**

Employees who are elected or appointed to official public bodies (e.g. school board, agency or public board or task force, etc.) shall be eligible for paid leave not to exceed eight (8) days per year in order to perform the duties attendant to their position.

1. Requests for leave shall be given to the Executive Director at least ten (10) days in advance, except in the case of an emergency.
2. Approval shall be granted provided that adjustments can be made to assure accomplishment of task responsibilities.
3. Any compensation received for such service, excluding travel or other reimbursed expenses, shall be endorsed to the AEA based on the number of hours in the employee's normal work day.
4. An employee may take vacation or personal leave in accordance with the provisions of this Agreement.

H. **Unpaid Leave of Absence**

An unpaid leave of absence, not to exceed one (1) year, may be requested in writing with reasons, and estimated duration stated in the application. An employee must be employed at least One (1) Year to be eligible for leave of absence.

1. AEA shall grant an unpaid leave of absence if the reason stated for the unpaid leave is one of the following:
 - a. A military leave for an employee who enters active military service according to the terms of the Uniformed Service Employment and Re-Employment Rights Act, or other applicable law.
 - b. Child care leave when it is contiguous with birth or adoption. Granted vacation and sick leave may be used during the twelve (12) week period for childbirth or adoption. The Executive Director may approve an unpaid leave for child care in conjunction with the birth or adoption of a child up to twelve (12) weeks during which time AEA will continue payment of the premiums for health and dental insurance, provided the employee has requested such leave thirty (30) days in advance of the expected date of birth or adoption. If both parents are AEA employees, only a total of twelve (12) weeks may be granted for any one birth or adoption.
 - c. Extended illness of the employee or a family/household member. AEA will continue payment of the premium for health insurance for twelve (12) weeks provided the employee has requested such leave thirty (30) days in advance or has given notice as soon as possible if the leave is not foreseeable thirty (30) days in advance. AEA may require that a leave request be supported by certification issued by a health care provider regarding the nature of the employee's or relative's medical condition, its beginning date and probable duration. If the leave is requested to care for a relative with a serious health condition, AEA may require an additional statement that the employee is needed to care for the relative and an estimate of the time that care will be needed. If the leave is requested due to the employee's serious health condition, AEA may require an additional statement from the employee's health care provider that the employee is unable to perform job functions. AEA may also require, at its own expense, that the employee obtain the opinion of a second health care provider designated by AEA.
 - d. Temporary assignment with another UEP affiliate.
 - e. Temporary teaching assignment.
2. Unpaid leaves of absence may be extended by agreement of the Executive Director.
3. Benefits normally paid by AEA may be continued for the duration of the leave upon assumption of the payments by the employee, except in child care leave approved by the Executive Director as provided in Section 1b of this Article.
4. Except in the cases of extended illness and military leaves, notification of intention to resume employment must be submitted in writing to the Executive Director thirty (30) to sixty (60) days prior to the expiration of the unpaid leave. Failure to notify will result in forfeiture of the right to be reinstated.

Upon termination of an unpaid leave of one (1) year or less or combination of consecutive leaves totaling one (1) year or less, the employee shall be returned to the employee's former assignment. Upon termination of an unpaid leave that has been extended to more than one (1) year or a combination of consecutive leaves that totals more than one (1) year, the employee shall be given an assignment comparable to the employee's former one.

5. In the case of extended illness and military leaves, the employee shall notify AEA of the employee's intent to resume employment within forty-eight (48) hours of the employee's release by the attending physician or military commander and shall specify in that notification the exact date of the employee's resumption of employment.

6. All rights and benefits accrued at the date of the granting of unpaid leave shall be restored to the employee upon return to employment.

I. **Paid Sabbatical Leave**

After five (5) years of employment, employees shall be eligible, once every five (5) years, to apply for a paid sabbatical leave.

1. Sabbatical leave may be for any period not to exceed twelve (12) consecutive months. Sabbatical leave may be for any purpose which will accrue to the advantage of the Association, as approved by the Executive Director. Examples include but are not limited to: study at a college, university or technical school, extended seminar, travel, observation, research, writing, internship, and other related work experience. Such leave shall not be cumulative.
2. Applications shall be in writing on the Sabbatical Leave Request Form, and shall state specifically the inclusive dates, the purpose of the leave, and how such leave will accrue to the benefit of AEA. Written application must be presented to the Executive Director at least sixty (60) days prior to the budget year which encompasses the leave duration days prior to the intended beginning of the leave. The Executive Director shall respond to such request within ten (10) days of receipt.
3. If the sabbatical leave is for four (4) months or less, the employee shall receive full salary and insurance benefits, provided hiring of a replacement employee is not required. If the leave is for more than four (4) months, or if a replacement employee must be hired, the employee shall receive one-half (1/2) of the scheduled salary per Article XXX, prorated over the duration of the leave, and full insurance benefits.
4. Upon termination of sabbatical leave, an employee shall work the following twelve (12) months for AEA or forfeit all costs or salary and employer-paid benefits received during the period of the leave, provided, however, that if the employee returns for a portion of the twelve (12) month period, repayment of salary and employer paid benefits shall be prorated, (e.g., if the employee works one month and resigns, the employee shall repay only eleven-twelfths (11/12) of the salary and employer-paid benefits).
5. All rights and benefits to which the Employee is entitled shall continue to accrue to the employee while the employee is on paid sabbatical leave.

ARTICLE XXV. VACATION

A. **Associate Staff Employee**

Vacation for Associate Staff Employees shall be granted as follows:

1. From the date of employment, one (1) working day per month of service up to ten (10) months for the first year, ending on August 31.
2. Fifteen (15) working days for the second through the fourth fiscal year.
3. Twenty (20) working days for the fifth and each succeeding fiscal year.

B. **Organizational Consultant Staff Employee**

Vacation for Organizational Consultant Staff Employees shall be granted as follows:

1. From the date of employment, two (2) working days per month of service up to ten (10) months for the first year, ending on August 31.
2. Twenty (20) working days for the second and each succeeding fiscal year.
3. Five (5) additional working days, twenty-five (25) total per year, for an employee who has been in the service of AEA for ten (10) years or more.

C. **Part-Time and Interim Employees**

Interim and Part-time employees shall be granted vacation in proportion to their work day, beginning with their first month of employment and then shall be granted vacation based upon the formula in Section A or B of this Article.

D. **Accumulation**

Vacation shall be non-cumulative except that a maximum of ten (10) days of earned vacation may be extended for one (1) year at the employee's discretion. Employees have the option to be paid out for up to ten (10) accrued vacation days at his/her then daily rate provided proper notice has been given. Requests are to be made in writing/email to their manager and can only be made in daily increments (no partial days or hours).

E. **Scheduling**

Vacations shall be scheduled and taken only with prior approval of the Executive Director. Employees shall consult with colleagues to coordinate the effect of vacation time prior to requesting leave. The Executive Director shall respond in writing within ten (10) days of a request for vacation leave.

1. No withdrawal of approval will take place after vacation has begun.
2. Should vacation approval be canceled after approval, the employee shall be reimbursed by AEA for any non-refundable expenses incurred by the cancellation.
3. Vacation may be taken in less than full day increments by Associate Staff Employee with the prior approval of the Executive Director.
4. Vacation leave will not be charged to an employee for a holiday if this day falls within a period of approved vacation leave.

ARTICLE XXVI. HOLIDAYS

A. **Designation**

Each employee shall have sixteen (16) paid holidays:

1. Labor Day
2. Thanksgiving plus Friday following
3. Winter Break: December 24, 2018 through January 1, 2019
December 24, 2019 through January 1, 2020
December 24, 2020 through January 1, 2021
4. Martin Luther King, Jr. Day
5. National Presidents Day
6. Floating Holidays

Each employee shall be granted two (2) floating holidays per fiscal year. These days are non-cumulative and shall be taken in full day increments. An employee who does not work the full fiscal year shall have floating holidays prorated. If the employee is hired March 1st or after, the employee shall have one (1) floating holiday.

Floating holidays shall be scheduled and taken only with prior approval of the Executive Director. Employees shall consult with colleagues to coordinate the effect of taking floating holiday time prior to requesting leave. The Executive Director shall respond in writing within ten (10) days of a request for floating holiday.

7. Memorial Day
8. Fourth of July

If the holiday falls on a Saturday or a Sunday, the holiday shall be taken either the preceding Friday or the following Monday, at the discretion of the Executive Director.

B. Holiday Work

Committees that require employee attendance shall not meet on a holiday weekend.

If an employee is required to work on a holiday through directive of the Executive Director, the employee shall be granted two (2) administrative leave days for each holiday worked and these must be taken within six (6) months of being earned. Notification that a holiday is to be worked shall be given to the employee at least seven (7) days in advance of the holiday. Once a holiday has begun, no withdrawal of the holiday shall take place.

C. Part-Time Employees

Part-time employees shall be paid for holidays in proportion to the hours worked compared to full-time employees provided the holiday falls within the period of time the employee is scheduled to work.

ARTICLE XXVII. RETIREMENT/RESIGNATION**A. Notice**

1. An Organizational Consultant Staff Employee shall give AEA at least sixty (60) days notice when retiring from employment with AEA.
2. An Organizational Consultant Staff Employee shall give AEA at least thirty (30) days notice when resigning from employment with AEA.
3. An Associate Staff Employee shall give AEA at least thirty (30) days notice when retiring from employment with AEA.
4. An Associate Staff Employee shall give AEA at least fifteen (15) days notice when resigning from employment with AEA.

B. Remuneration

1. Upon resignation, retirement or death, an employee or the estate of said employee shall receive pay for accumulated and unused vacation and personal leave at his/her then daily rate provided proper notice has been given.
2. Upon retirement or death, an employee who has been an employee for at least ten (10) years or the estate of said employee shall receive:
 - a. Pay for accumulated and unused vacation and personal leave at his/her then daily salary rate; and
 - b. Pay for all unused accumulated sick leave at sixty percent (60%) of his/her current daily salary rate provided proper notice has been given. As of August 31, 1995, payout for sick leave shall not exceed one hundred fifty six (156) working days, except that an employee whose unused accumulated sick leave as of August 31, 1995, exceeds 156 working days shall be paid only for the number of sick leave days accumulated as of August 31, 1995.
3. Leave time remunerated according to this section may not be counted toward retirement benefits.

C. Employees are covered by Social Security Insurance, which includes FICA and Medicare.

D. Association Retirement Program

1. All employees except interns and special assignment employees who have been hired outside the bargaining unit and interim employees may join the NEA Retirement Plan. Participation in the plan is mandatory after one (1) year of full time employment. A regular Part-time Employee may enroll at any time in the plan, at the employee's option. An employee is vested after five (5) years.

The effective date of enrollment is the first of the month following the date an employee elects to join or the first of the month following the date of the first anniversary of employment.

2. Employees may purchase up to three (3) additional years of service for benefit calculation by paying the employer and employee contribution for each year purchased.
3. Also see Appendix B – Summary Plan Description for the Employees' Retirement Plan.
4. The Bargaining Unit will contribute 5% of salary toward the retirement contribution.

ARTICLE XXVIII. BUSINESS EXPENSES

A. General

Authorized business expenses including transportation, food, lodging, and laundry after five (5) days, business calls made on cellular phones, and incidental expenses incurred by the employee shall be paid by AEA. (Liquor expenses are not reimbursable.)

1. Each Organizational Consultant Staff Employee may request an AEA credit card on which the employee may charge authorized business expenses. Each credit card shall have a credit line of not less than two thousand dollars (\$2,000). A credit card may be suspended for misuse by an employee following a written reprimand and in accordance with progressive discipline.
2. One Associate Staff Employee from each Regional Office may request a credit card on which the employee may charge authorized business expenses. Each credit card shall have a credit of not less than five hundred (\$500). A credit card may be suspended for misuse by an employee following a written reprimand and in accordance with progressive discipline.
3. Each employee may request a cash advance for specific travel expenses for in- or out-of-state travel. Subsequent advances may be requested after existing advances have been reconciled and cleared.

B. Transportation

Employees who travel on AEA authorized business shall be reimbursed based on the IRS rate.

Mileage reimbursement over the IRS allowed maximum allowance shall be reported by AEA as income to IRS and the affected employee. Tax withholding deductions shall be made quarterly. There shall be no mileage expense allowed for travel between AEA's office and the employee's residence.

C. Cellular Phone Use

AEA will reimburse the employee for business calls up to a maximum of fifty dollars (\$50.00) per month. Organizational Consultant Staff Employees may submit vouchers attaching their cell phone bill without itemizing calls, and Associate Staff Employees will submit a copy of their bill with business calls highlighted for reimbursement at the \$.17 per minute rate. Employees will be responsible for purchase of all equipment and accessories.

D. Expense Reporting

The Executive Director shall identify the expense reporting tool for AEA employees. Monthly expenses must be submitted via the identified reporting tool no later than the 7th calendar day of the following month. If the 7th of the month falls on a weekend or a holiday, the due date is the next business day. Receipts must be included via the identified reporting tool for each expense. Expenses will be paid within fifteen (15) days of approval.

ARTICLE XXIX. INSURANCE

A. Worker's Compensation

All employees are covered by Industrial Commission Compensation Insurance, except when they elect otherwise as provided by law.

B. Travel Coverage

All employees are covered by medical, disability and life insurance while traveling on and attending to official AEA business.

C. Medical Coverage

1. AEA shall provide each employee medical insurance coverage as per Appendix C. AEA shall provide to employees age sixty-five (65) and older medical supplement insurance. AEA shall provide coverage from the same plan to an employee who elected to retire until Medicare eligible. An employee must collect retirement from the AEA retirement plan with the NEA to be eligible for this benefit.
2. There shall be an established joint AEA/AEASO Medical Insurance Committee, consisting of an equal number of AEA/AEASO members. This committee shall meet by January 15, 2019 to review options for a fully-funded insurance plan as provided by the AEA broker. By February 1, 2019, the joint AEA/AEASO Medical Insurance Committee shall select a plan and carrier so that the AEA net cost is limited to \$555,000, which is the premium AEA is paying for the current 25-member bargaining unit as of November 2018. If by February 1, 2019, the joint AEA/AEASO Medical Insurance Committee is unable to reach a decision, AEA will move forward with a selection of a plan and carrier on a fully-funded model that limits to a total cost of \$555,000 for the current 25-member bargaining unit, adjusted pro-rata for changes in the size of the bargaining unit.

D. Life Insurance Coverage

AEA shall provide life insurance in an amount equal to fifty thousand dollars (\$50,000) or two (2) times the annual salary of each employee, whichever is greater.

E. Disability Coverage

AEA will provide Disability Insurance which protects the employee's income to a limit of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the employee's current salary.

F. Dental Coverage

The AEA Dental Plan will be provided to employees under a dental program administered by the AEA insurance agent of record. AEA will provide employees and their dependents with a dental insurance program, which shall include:

1. One hundred percent (100%) coverage of routine and diagnostic and preventive services such as: cleaning, scaling, fluoride treatments up to age eighteen (18), oral examinations, space maintainers and x-rays, with no applicable deductible.
2. Eighty percent (80%) coverage of restorative and prosthetic services such as: fillings, root canal therapy, gum treatment, stainless steel crowns, crowns other than stainless steel, full or partial and replacement of existing dentures. A fifty dollar (\$50) deductible would apply to these services.
3. A two thousand dollars (\$2,000) including routine services, effective maximum annual benefit per covered person would apply to the above services.
4. Eighty percent (80%) coverage for orthodontics, after a fifty dollar (\$50) deductible, up to a maximum lifetime benefit per covered person of two thousand dollars (\$2,000).

G. **Flexible Benefits Plan**

Employees shall be eligible to participate in a Flexible Spending Account (FSA) at no cost to the employee. Through the duration of the agreement, AEA will annually contribute \$2,000 to a Flexible Spending Account (FSA) per employee.

H. **Part-Time Employees**

Part-time Employees shall be eligible to participate in all insurance programs. AEA shall pay an amount proportionate to the hours worked weekly for each coverage for which the employee is eligible, except that Part-time Employees shall be allowed to aggregate the total prorated amount of premium payments for which they are eligible and designate use of this amount for one or more insurance coverages provided herein. Any remaining premium amount(s) shall be paid by the employee through payroll deduction.

I. **Vendors**

There shall be no change in the vendors providing the insurance coverages herein without the agreement of AEASO.

ARTICLE XXX. SALARY

A. Schedules

Salary schedules shall be in effect during this Agreement for the periods indicated.

Employees hired prior to April 1, 2018 who are employed by AEA and eligible for step movement shall move one-full step (5%) retroactive to April 1, 2018. Additionally, those on Step 10 of the salary schedule shall receive a \$2,000 one-time stipend.

On March 1, 2019, employees hired prior to September 1, 2018 who are eligible for step movement shall move one-half step (2.5%). Additionally, those on Step 10 of the salary schedule shall receive a 2.5% one-time stipend.

Organizational Consultants

Step	
1	\$64,689
1a	\$66,307
2	\$67,924
2a	\$69,622
3	\$71,319
3a	\$73,103
4	\$74,887
4a	\$76,760
5	\$78,632
5a	\$80,598
6	\$82,563
6a	\$84,626
7	\$86,689
7a	\$88,858
8	\$91,026
8a	\$93,301
9	\$95,576
9a	\$97,966
10	\$100,356

Associates

Step	
1	\$34,283
1a	\$35,141
2	\$35,998
2a	\$36,898
3	\$37,797
3a	\$38,742
4	\$39,687
4a	\$40,680
5	\$41,673
5a	\$42,714
6	\$43,755
6a	\$44,849
7	\$45,942
7a	\$47,091
8	\$48,239
8a	\$49,445
9	\$50,650
9a	\$51,917
10	\$53,184

B. **401K**

All employees may choose to contribute a portion of their salary, up to the legal limit, into AEA's 401K. AEA will pay the annual maintenance fee for the 401K plan for all bargaining unit members.

C. **New Employee Placement**

New employees shall be placed on the Salary Schedule based on consideration of the following factors: association staff and leader experience, work-related experience, placement of current employees, expertise and skills, market value, and salary interest of prospective employee. A new employee may be placed between two steps on the Salary Schedule, provided that such employee shall be placed at the next highest salary step as of the date for implementation of a successor Salary Schedule.

Upon offering employment and salary placement, AEA will advise the applicant to contact AEASO for further information about individual responsibility for acceptance of salary placement offers. AEASO will not represent nor negotiate on behalf of the applicant.

D. **Payroll**

1. Employees shall be paid one-twenty fourth (1/24) of their scheduled salary per Article XXX on the fifteenth and last working day of each month. If the fifteenth falls on a non-working day, employees shall be paid on the last working day preceding the fifteenth.
2. When a pay day falls within an employee's vacation, the employee may be given a salary check before the vacation commences, provided the employee has requested pre-payment fourteen (14) days prior to the pay day.
3. New employees shall be paid a prorated amount of their scheduled salary per Article XXX for the time worked prior to beginning of the first full payroll period following employment, such amount to be included in their first regular paycheck.

Appendix A.
AEA Staff Seniority List
as of January 1, 2019

<i>Name</i>	<i>Employment Date</i>	<i>Name</i>	<i>Employment Date</i>
1. Encinas, Denise	04/24/00	12. McQuade, Greg	07/07/14
2. Tristan, Paul	05/01/01	13. Arnquist, Paula	10/01/14
3. Nichols, Matt	07/11/01	14. Rash, Roxanne	01/20/15
4. Horine, Roxanna	08/23/01	15. Parra, Stephanie	10/17/16
5. Pederson, Nell	01/04/06	16. Ortega, Lori	01/09/17
6. Shannon, Sheenae	04/17/06	17. Mendoza, Art	02/09/17
7. Dawson, Jennifer	05/15/06	18. Hernandez, Danny	06/07/17
8. Stennis, Francis	09/01/06	19. Koistinen, Leah	06/12/17
9. Kruse, Matt	06/01/10	20. Walsh, Megann	03/05/18
10. Chesir, Quinn	09/01/10	21. Ebanks, Deb	03/07/18
11. Arvizu, Maria	07/01/14	22. Debickero, Elaine	05/29/18
		23. Prindle, Sarah	08/01/18

Appendix B.

Summary Plan Description for the Employees' Retirement Plan

Brief Summary Plan Description of the Employees' Retirement Plan of the National Education Association of the United States - The Arizona Education Association Plan

This pension plan is a *defined benefit* plan. That means the benefit amount you receive at retirement is based on a formula that uses determinable factors such as your service, retirement age, and salary. You can elect to have the benefit paid over your lifetime or over both your lifetime and the lifetime of a contingent beneficiary. You become a participant in the Plan after you satisfy the eligibility requirements, Article XXVII, Section D of the AEA and AEASO Contract.

Depending on your eligibility, you may elect one of the following retirement options:

- Normal Retirement—at age 65
- Early Retirement—prior to your Normal Retirement Age
- Late Retirement—after your Normal Retirement Age
- Disability Retirement—due to a disability which prevents you from working
- Vested Retirement—earned now, but collected at Early Retirement or Normal Retirement Age

An Early Immediate Unreduced retirement benefit is available with certain specific combinations of age and service. The regular benefit calculation formula applies; however, your benefit will be less than if you had continued working until age 65, because you will have fewer years of service.

Eligibility requirements may include:

- Age 60 with 5 years of Continuous Service
- Age 55 with 25 years of Continuous Service
- Any age with 30 years of Continuous Service for employees hired prior to January 1, 2019

As a participant in this Plan, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This section of your SPD summarizes the rights you have as a Plan Member. If there is any conflict between this summary and the Plan Document, the Plan Document will govern.

You reach Normal Retirement Age under the Retirement Plan on your 65th birthday. Your Normal Retirement Date is the first day of the month on or following the date you reach your Normal Retirement Age. Most Participants will have their Normal Retirement Benefit calculated using the following formula. Your annual Normal Retirement Benefit amount is calculated by multiplying your Credited Service *times* your Average Final Compensation *times* the applicable Retirement Benefit Multiplier i.e.; Credited Service in the retirement Plan x Average Final Compensation (Five Year Average) x Retirement Benefit Multiplier (2.25%).

This is only a BRIEF summary of the retirement plan.

Please refer to the Plan Document for further information and details.

Benefits subject to all provisions, terms and conditions of the formal documents of the Employees' Retirement Plan of the National Education Association of the United States.

Appendix C.

Arizona Education Association Medical Insurance Analysis

Effective 03/01/2018

Carrier	Cigna HealthCare of Arizona
Carrier Rating Financial Size Category	A XV
Commissions	5%
	CURRENT / RENEWAL
Plan Type	Open Access Plus OAP 1500 80 / 50
In-Network Benefits	
Co-insurance - Plan Pays / You Pay	80% / 20%
Deductible Individual / Family	\$1,500 / \$3,000
Out-of-Pocket Maximum Individual / Family	\$5,000 / \$10,000
Office Visit Primary Office Visit Copay	<i>Preventative covered 100%</i> \$30 copay
Specialist Office Visit Copay	\$30 copay
Laboratory	No Charge
X-Ray	No Charge
Complex Imaging (CT, MRI, etc)	80% after deductible
In-Patient Hospitalization	80% after deductible
Out-Patient Surgery	80% after deductible
Emergency Room	\$250 copay
Urgent Care	\$65 copay
Prescription Drugs Retail	You Pay \$15 / \$30 / \$45
Mail Order	\$38 / \$75 / \$113
Specialty Drugs	See Above
Pediatric Dental	Not Included
Out-of-Network Benefits	
Co-insurance - Plan Pays / You Pay	50% / 50%
Deductible Individual / Family	\$2,000 / \$4,000
Out-of-Pocket Maximum Individual / Family	\$10,000 / \$20,000

Memorandum of Understanding

Re-convening of Bargaining Team Due to Fiscal Crisis

In the event of an urgent fiscal crisis, such as an increase in cost or a decline in revenue that materially impacts the AEA budget, both AEA and AEASO agree to bring the bargaining teams together for a special meeting to address the situation.

Vacation Payout Upon Retirement

For the duration of this agreement, employees who retire will have leave time honored and paid out at the non-prorated methodology.

Reopener on Total Compensation

By February 1, 2020, the bargaining teams shall meet to determine total compensation for the final year of this agreement. By January 15, 2020, the joint AEA/AEASO Medical Insurance Committee, consisting of an equal number of members on both sides, shall meet to review medical insurance options. By February 1, 2020, the joint AEA/AEASO Medical Insurance Committee shall bring a recommendation to the AEA/AEASO Bargaining Teams for a decision and implementation. If no agreement is reached, AEA will move forward with a selection of a plan and carrier on a fully-funded model that limits to a total cost of \$555,000 for the current 25-member bargaining unit, adjusted pro-rata for changes in the size of the bargaining unit and is comparable to the current plan as possible.

Medical Deductible Pool

Through December 31, 2018, AEA shall continue the medical deductible pool. To be reimbursed for claims incurred against the medical deductible pool through December 31, 2018, employees must voucher the difference and provide receipts for expenditures by March 31, 2019. The medical deductible pool will reimburse employees for:

1. In-network, the difference between \$500 and \$1,500 individual deductible and the difference between \$1,000 and \$3,000 family deductible;
2. Out-of-network, the difference between \$750 and \$2,000 individual deductible and the difference between \$1,500 and \$4,000 family deductible.
3. In-network, the out-of-pocket maximum charge is \$5,000 and AEA will reimburse for the difference between \$2,600 and \$5,000 for the individual. The out-of-pocket maximum charge is \$10,000 and AEA will reimburse between the difference of \$3,900 and \$10,000 for the family.
4. Out-of-network, the out-of-pocket maximum charge is \$10,000 and AEA will reimburse for the difference between \$3,900 and \$10,000 for the individual. The out-of-pocket maximum charge is \$20,000 and AEA will reimburse between \$7,500 and \$20,000 for the family.

This agreement is built off estimated total growth of 2,250 net new members by January 15, 2020.