

Writer's direct phone  
(202) 828-5354  
Writer's e-mail  
jdamato@seyfarth.com

February 27, 2019

*Via Email ([gindess@seiu500.org](mailto:gindess@seiu500.org)) and Federal Express*

Ms. Sue Gindes  
Director of Representation Programs  
SEIU Local 500  
12 Taft Court, 2nd Floor  
Rockville, MD 20850

***Re: National Children's Center Collective Bargaining Agreement (1/20/19-1/19/22)***

Dear Sue:

I have enclosed a fully executed original of the collective bargaining agreement between the National Children's Center, Inc. and SEIU Local 500 for the period January 20, 2019 through January 19, 2022. Thanks for your cooperation throughout the process.

Best regards.

Sincerely,

SEYFARTH SHAW LLP

Joseph R. Damato

***Counsel for National Children's Center, Inc.***

JD:pls  
Enclosure

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NATIONAL CHILDREN'S CENTER, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500

FOR THE PERIOD

JANUARY 20, 2019 THROUGH JANUARY 19, 2022

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**PREAMBLE**

This Agreement is entered into this 20th day of January 2019 between Service Employees International Union Local 500 (hereinafter referred to as the "Union") and National Children's Center, Inc. (hereinafter referred to as "NCC" or "Employer").

NCC and the Union recognize that essential services vital to the community, persons who receive NCC's services, and the interests of NCC's employees depend upon NCC's ability to provide high quality and uninterrupted care and services. Accordingly, the parties agree to strive mutually to improve the care of and services provided to persons who receive NCC's services and to resolve the complex challenges of today's workplace in a cooperative, orderly, and peaceful manner.

**ARTICLE 1 - DEFINITIONS**

**Section 1. Bargaining Unit Employees.**

Unless indicated otherwise, "employees" or "bargaining unit employees" in this Agreement shall refer to employees employed in the collective bargaining unit set forth in Sections 1 and 2 of Article 2, Union Recognition and Unit. "Employees generally" in contrast, shall refer to bargaining unit and non-bargaining unit employees.

**Section 2. Pronouns.**

"Employees" in this Agreement shall be interpreted to designate both sexes, and whenever the female or male gender is used alone, it shall be interpreted to include male and female employees.

**Section 3. Base Rate.**

"Base rate" or "base hourly rate" in this Agreement shall mean the hourly pay rate assigned to an employee's position.

**Section 4. Regular Rate.**

Except when determining overtime compensation pursuant to the Fair Labor Standards Act as specified in Article 3, Section 4, "Hours of Work and Overtime," "regular rate" in this Agreement shall mean the employee's base rate plus any applicable premium pay.

**Section 5. Working Days.**

"Working days" as used in this Agreement shall not include Saturdays, Sundays or the days recognized as holidays in this Agreement.

## **ARTICLE 2 - UNION RECOGNITION AND UNIT**

### **Section 1. Collective Bargaining Unit.**

NCC recognizes the Union as the exclusive collective bargaining representative of the employees of NCC in the job classifications listed in Section 2 at the facilities listed in Exhibit A. NCC will also recognize the Union as the exclusive collective bargaining representative of employees in the classifications covered by this Agreement who work at facilities which replace any facility listed in Exhibit A. The listing of facilities on Exhibit A does not, explicitly or implicitly, restrict NCC's right to close or move facilities, or otherwise in any way undermine or limit its rights as set forth in this Agreement. Excluded are employees in all other classifications, including clerical/administrative employees, interns, casual employees, professionals, managerial employees, guards and supervisors as defined in the National Labor Relations Act ("the Act").

### **Section 2. Bargaining Unit Employee Defined.**

All full-time and regular part-time non-professional employees of NCC employed in the following classifications are covered by this Agreement: carpenters, chief engineers, community builders, cooks, counselors, drywall/finishers/painters, electricians, finish carpenters, head cooks, kitchen helpers, lead cooks, licensed practical nurses, maintenance employees, occupational therapy assistants, painters, physical therapy assistants, pre-k teacher, pre-k teaching assistant, program instructors, speech therapy assistants, teacher assistant/certified nursing assistants, teachers, and utility/cook's assistants; and excluding all other positions.

### **Section 3. Temporary Employee.**

A temporary employee excluded from the bargaining unit is one who is hired for a period of up to four (4) months, is so informed at the time of hire, and who is hired to fill a temporary job, for a special project, to replace any employee who is absent from work or to handle fluctuations in work volume. NCC retains the right to terminate a temporary employee at any time, for any reason, during the temporary period. In the event a temporary employee is employed more than thirty (30) consecutive calendar days and is terminated and subsequently rehired within the next succeeding thirty (30) day work period, the initial thirty (30) day work period shall be credited towards the employee's four (4) month temporary period.

### **Section 4. Interns.**

NCC may use interns who are enrolled in an educational program in a bargaining unit position or to perform bargaining unit employee duties, provided the intern is not utilized instead of a bargaining unit employee. Further, such interns will not be utilized for longer than one semester except in the case of a student teacher who may be utilized for a school year.

### **Section 5 Full-Time Employees.**

Full-time employees are employees who occupy a 0.75 FTE status position or higher and who have completed their probationary period. For purposes of the provision of health insurance

benefits, full-time status may be defined differently consistent with the federal Affordable Care Act.

**Section 6. Part-Time Eligible Employees.**

Part-time eligible employees are regular part-time employees who occupy a 0.6 to less than 0.75 FTE status position and who have completed their probationary period.

**Section 7. Part Time Ineligible Employees.**

Part-time ineligible employees are regular part-time employees who occupy less than a 0.6 FTE status position and who have completed their probationary period.

**Section 8. On Call/Substitute Employees.**

An on call/substitute employee is one designated as such by NCC and who works on an as-needed basis. On call/substitute employees are excluded from the bargaining unit.

**Section 9. Employee Reclassification.**

NCC maintains the right to review and re-classify the FTE status of employees based on business needs, a change in the FTE status of the position they occupy or their actual hours worked. NCC shall provide the Union with notice of the reclassification of an employee's FTE status.

**Section 10. No Guarantee.**

Nothing in this Article nor in this Agreement is a guarantee to any employee of a certain number of hours of work in a given week or a guarantee of continued employment. NCC reserves the right to determine the FTE status of all positions and to reclassify the FTE status of positions or of employees based upon hours worked. Further, the listing of locations in Exhibit A to Section 1.1 does not limit NCC's rights as set forth in Article 41, Management Rights.

**ARTICLE 3 - HOURS OF WORK AND OVERTIME**

**Section 1. Workweek.**

For payroll computation purposes, the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday. NCC may, at its discretion, change its workweek (that is, change the first day of the workweek to a day other than Sunday) with notice to the Union.

**Section 2. Workweek and Scheduling.**

NCC shall have the right to determine the number of bargaining unit employees it employs and their manner of scheduling. Employees shall be informed of their daily schedule of hours and any rest break and meal period, if any, and of their scheduled days off. Work schedules shall be

posted at least twenty-four (24) hours in advance of employees' scheduled starting times. Work schedules may be changed by NCC for legitimate reasons.

Section 3. Hours Worked.

(a) Nothing in this Agreement shall be construed as a guarantee by NCC of hours worked per day, per week, or per year. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by NCC as the beginning and end of their shift, unless expressly assigned to overtime work by NCC or in the event their shift relief (in case of shift workers) fails to report for work at the job location.

(b) Employees shall be paid for all time worked. Time in which employees are required to be with persons who receive NCC's services (including meal times where employees are required to stay with persons who receive NCC's services) shall be treated as time worked.

(c) Any time that an employee spends changing clothes, including protective gear, at the beginning and end of a shift is not compensable and shall not be counted as hours worked.

Section 4. Overtime.

Except where exempted from the overtime compensation requirements of the Fair Labor Standards Act or other applicable law, employees shall receive one and one-half (1-1/2) times their regular rate of pay, as defined by the Fair Labor Standards Act, for time worked in excess of forty (40) hours in any one (1) week. Such employees must obtain authorization from their supervisor prior to working more than forty (40) hours in one (1) workweek.

Where operational demands permit, NCC will provide advance notice to employees whom it will require to work overtime. To the extent practical, NCC will make efforts to rotate overtime among qualified employees.

Section 5. Staff Meetings.

Staff meetings shall be announced in advance. Any non-exempt employee who is specifically requested to attend a staff meeting by an authorized supervisor shall be compensated for the time spent at the meeting.

Section 6. Meal Break.

Other than employees who work in a Residential Program or an Adult Day Program, employees working a shift of eight (8) hours or more shall receive a paid forty-five (45) minute meal break and employees working a shift of at least six (6) but less than eight (8) hours shall receive a paid thirty (30) minute meal break, provided staffing levels and the needs of persons who receive NCC's services' needs permit.



Section 7. No Pyramiding.

Hours paid at an overtime rate shall not be duplicated or pyramided with other overtime or premium pay. For example, if an eligible full time employee works eight (8) hours on a holiday, the employee receives a holiday premium of one and one half times her base rate of pay. Thus, if the employee has a base hourly rate of \$10.00, the employee will be paid \$15.00 per hour for all hours worked on the holiday (holiday premium of \$10.00 x 1.5). If the employee also works overtime in the week, or the employee's work on the holiday was also overtime, then no pyramiding rule would apply: the holiday premium pay is taken as a credit against any overtime owed. Since the holiday premium is the same as the overtime rate, the payment of the holiday premium cancels out any overtime payment due. Thus, the employee would receive \$520.00 (\$400.00 in straight time and \$120.00 (8 x \$15.00)) for the overtime/holiday hours.

**ARTICLE 4 - PROBATIONARY PERIOD**

All employees newly hired or rehired after termination of their seniority shall be considered probationary employees until completion of one hundred and twenty (120) days of employment. Such probationary period may be extended by NCC with prior written notice to the Union for one additional sixty (60) day period. During and at the end of the initial or extended probationary period, NCC may discharge any such probationary employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

The first one hundred and twenty (120) days in a new position for every employee who is a successful applicant for a promotion or transfer into a bargaining unit position shall be considered a probationary period. In the event that such employee's performance in the new position is not satisfactory during this period, the employee shall be returned to his or her former position or an equivalent position, if available. If neither the employee's former position nor a similar opening for which the employee is qualified in NCC's judgment is available, the employee's employment will be terminated or, in the alternative, the employee will be given the option of resigning.

**ARTICLE 5 - WAGES**

Section 1. Wage Increases.

(a) Contract Year One. Each employee who is actively employed by NCC as of the effective date of this Agreement and who will not receive a wage increase in 2019 pursuant to the D.C. Living Wage Act ("LWA") will receive a one percent (1%) increase in the employee's base hourly rate effective the first full pay period after January 20, 2019.

(b) Contract Year Two. Each employee who is then actively employed by NCC who has not and will not receive a wage increase pursuant to the LWA in 2020 will receive a one and one-half percent (1.5%) increase in the employee's base hourly rate effective January 20, 2020.

(c) Contract Year Three. Each employee who is then actively employed by NCC and who has not and will not receive a wage increase pursuant to the LWA in 2021 will receive a two percent (2%) increase in the employee's base hourly rate effective January 20, 2021.

(d) LWA. All bargaining unit employees will receive no less than the base hourly wage increases specified in this Section; provided, however, that the increase specified in this Section will be applied toward and will not be in addition to any increase which NCC implements as a result of the LWA for any employee whose wage rate is below the LWA rate. For example, if the LWA increase in 2021 is less than two percent (2%) of the employee's base hourly rate, the employee will receive a base hourly rate increase in the amount of the difference between the employee's LWA increase and a two percent (2%) increase. NCC will provide the Union with written notice of any wage increases that are implemented as a result of the LWA.

(e) Quality Improvement Network Grant ("QIN"). The provisions set forth in Section 1(d) of this Article shall also apply to any bonus money provided to employees pursuant to a QIN grant or any other grant provided by the office of the State Superintendent of Education ("OSSE"). Such bonus payments will be converted to an hourly rate so that, for example, if a full-time employee who works forty (40) hours a week receives an annual \$2,080.00 bonus as a result of a QIN grant or another OSSE grant, the employee will be considered to have been provided a ten cent (\$.10) increase in his base hourly rate and any increase he would receive pursuant to Section 1(a)-(c) will be reduced by that amount.

**Section 2. Job Classifications.**

The listing of job classifications in Article 2, Union Recognition and Unit, neither explicitly nor implicitly limits NCC's right to create new, different, or combined job classifications and to assign pay rates thereto. NCC will provide at least fourteen (14) days' notice of its creation of new, different, or combined job classifications and assignment of pay rates thereto.

**Section 3. Compensation for Employees on Travel with Individuals Who Receive NCC's Services.**

Employees who travel with individuals who receive NCC's services on trips as defined by NCC will receive the same per diem payments as employees generally. NCC may change or eliminate these per diem payments for bargaining unit employees as it does for employees generally.

**ARTICLE 6 - HOLIDAYS**

**Section 1. Holidays,**

The following days shall be considered paid holidays for eligible bargaining unit employees:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Adjacent Friday after Thanksgiving
- Christmas Day

Section 2. Holiday Pay.

All full-time and regular part-time eligible hourly employees covered by this Agreement who otherwise would be scheduled to work on a holiday shall receive pay for the above-listed holidays at the employee's base rate in the following amounts: full-time – eight (8) hours; part-time eligible – six (6) hours. NCC retains the right to require an employee to work on a holiday. Employees who work on a holiday shall receive compensation at time and a half of their base hourly rate for each hour actually worked on the holiday ("holiday pay"). There shall be no duplication or pyramiding of holiday pay and overtime for the same hours.

Section 3. Holiday Eligibility.

Full and part-time eligible employees are eligible to receive holiday pay if they have worked their last scheduled work day before and their first scheduled work day after the holiday except for excused absences. NCC may require that an employee produce a bona fide doctor's certificate or other proof that the employee's absence was due to illness. In no event will an employee be eligible for holiday pay unless he has worked at least one (1) day during the workweek in which the holiday occurs, except if he is on approved paid leave. Employees in unpaid leave status or under suspension are not eligible for holiday pay.

An eligible employee who fails to report for work on a holiday when instructed to report shall not receive pay for the unworked holiday except for an excused absence and will be subject to discipline consistent with NCC policies and conduct rules.

Section 4. Employee Birthdays.

Full time and part-time eligible employees receive a "birthday holiday." The employee's "birthday holiday" is a day off with holiday pay on the employee's birth date. Eligible employees may schedule their "birthday holiday" within sixty (60) days before or after the employee's actual birth date. If the employee's birth date falls on a designated NCC holiday, the employee may take another day with the prior approval of his or her supervisor within sixty (60) days before or after the designated NCC holiday. Eligible employees who would like to schedule their birthday holidays must provide advance written notice and obtain the prior approval of their supervisor. NCC reserves the right to deny a request for a scheduled birthday holiday based upon operational considerations as determined by NCC.

**ARTICLE 7 - VACATION LEAVE**

Section 1. Eligibility.

Full-time employees and part-time eligible employees shall accumulate vacation at the rates set forth in Section 3 of this Article to the extent the employee has accrued and not used such leave. Although such employees accumulate vacation from their date of hire, they are not eligible to use vacation until they have completed their initial probationary period (as defined in Article 4).

Section 2. Vacation Pay.

Vacation pay shall be paid at the employee's base hourly rate in an amount not to exceed the employee's approved hours based upon the employee's FTE status.

Section 3. Vacation Accumulation.

Full-time employees shall accumulate vacation each pay period, up to the maximum accrual, as set forth in the following schedule:

<u>Years of Continuous Employment with NCC</u>	<u>Vacation Hours Per Pay Period</u>	<u>Vacation Days Per Year</u>
1	3.10	10
2	3.85	12.5
3	4.65	15
4	5.40	17.5
5+	6.15	20

Eligible part-time eligible employees shall accumulate vacation on a pro-rata basis based on their FTE status.

Section 4. Use of Vacation.

(a) Vacation must be scheduled and used in accordance with applicable NCC policies and procedures which NCC may change as it does for employees generally.

(b) Notwithstanding any other NCC policies to the contrary, employees shall have up to twelve (12) months to use vacation hours after accumulating them. Employees may carry over accumulated, unused vacation leave up to a maximum of one hundred twenty (120) hours. Any accumulated vacation hours over the maximum of one hundred twenty (120) which are not used within twelve (12) months of the date on which they were accumulated will be paid out subject to the provisions of this Article.

(c) Employees who have in excess of one hundred twenty (120) vacation hours as of the effective date of this Agreement will have twelve (12) months from the effective date of this

Agreement to use any hours in excess of one hundred twenty (120), bringing their total to one hundred twenty (120) hours or below. During this period, employees will continue to accrue leave in accordance with Section 3 of this Article and approval for leave shall not be unreasonably denied.

**Section 5. Payment of Accumulated Vacation Upon Termination.**

(a) An employee who resigns or is discharged before he has completed his initial probationary period (as defined in Article 4) shall not be entitled to payment for accumulated, unused vacation.

(b) An employee who resigns or is terminated after he has completed his initial probationary period (as defined in Article 4) will be paid accumulated, unused vacation up to a maximum of one hundred twenty (120) hours.

**Section 6. Payout of Vacation Over One Hundred Twenty (120) Hours.**

Employees who have accumulated vacation in excess of one hundred twenty (120) hours and have not used the accumulated vacation hours above one hundred twenty (120) within twelve (12) months from the effective date of this Agreement shall be paid for unused vacation hours in excess of one hundred twenty (120) at the rate of sixty (60) percent of the total. If such an employee has had two good faith reasonable requests to use vacation leave within this twelve (12) month period denied for reasons other than staffing levels (*e.g.*, prior approval of leave requests for other employees), unused vacation hours above one hundred twenty (120) will be paid at one hundred (100) percent. Approval of vacation leave requests to use vacation hours in excess of one hundred twenty (120) during this twelve (12) month period shall not be unreasonably denied.

**Section 7. NCC Policies and Procedures.**

Matters relating to vacation which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 8 - SICK LEAVE**

**Section 1. Eligibility.**

Full-time and part-time eligible employees shall accumulate sick leave at the rates set forth in Section 3 of this Article to the extent the employee has accrued and not used such leave. Although eligible employees accumulate sick leave from their date of hire, sick leave cannot be used until they have satisfactorily completed their initial probationary period (as defined in Article 4).

**Section 2. Paid Sick Leave.**

Sick leave shall be paid at the employee's base hourly rate in an amount not to exceed the employee's scheduled hours.

Section 3. Sick Leave Accumulation.

Full-time employees shall accumulate paid sick leave at the rate of one (1) day per month (3.7 hours each pay period) for a maximum of twelve (12) sick days per year. Part-time eligible employees shall accumulate paid sick leave on a pro-rata basis based on their FTE status. Sick leave shall be accumulated on a pay period by pay period basis and shall be credited to the employee's sick leave balance subsequent to the last day of each pay period.

Section 4. Sick Leave Carry Over.

Eligible employees may carry over a maximum of one hundred twenty (120) hours from year to year; provided, however, any employee who has accumulated more than one hundred twenty (120) hours of sick leave as of the effective date of this Agreement will not lose any accumulated sick leave as a result of this Agreement, but they will not resume earning sick leave until their accumulated sick leave balance is less than one hundred twenty (120) hours, unless otherwise required by law.

Section 5. Use of Sick Leave.

Employees must provide as much advance notice of their intent to use sick leave as possible but at a minimum must provide a least four (4) hours' notice. Sick leave must be scheduled and used, and will be paid, in accordance with applicable NCC policies and procedures. NCC may change the sick leave policies which apply to bargaining unit members as it changes them for employees generally.

Section 6. Payment of Accumulated Sick Leave upon Termination.

Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.

Section 7. NCC Policies and Procedures.

Matters relating to sick leave which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 9 - FAMILY AND MEDICAL LEAVE**

Section 1. Family and Medical Leave.

The parties recognize there may be occasions when employees have the need to take intermittent or extended unpaid time off from work for reasons covered by the federal Family and Medical Leave Act ("FMLA") and applicable state laws. Eligibility for FMLA leaves or applicable state leaves, the terms and conditions upon which FMLA and applicable state leaves will be granted, and reemployment following such leave will be determined by applicable NCC policies and in accordance with applicable laws. NCC may change the family and medical leave policies which apply to bargaining unit members as it changes them for employees generally.

Section 2. Parental Leave.

The parties further recognize there may be occasions when employees have the need to take unpaid time off from work to attend or participate in school-related events for their children ("Parental Leave"). Eligibility for Parental Leave and the terms and conditions upon which Parental Leave will be granted will be determined by applicable NCC policies and in accordance with applicable laws. NCC may change the Parental Leave policies which apply to bargaining unit members as it changes them for employees generally.

**ARTICLE 10 - BEREAVEMENT LEAVE**

Section 1. Eligibility.

Full-time and part-time eligible employees are eligible to take paid bereavement leave due to the death of an immediate family member. Immediate family member is defined as a parent, sibling, child or current spouse.

Section 2. Bereavement Pay.

Bereavement pay shall be paid at the eligible employee's base hourly rate in an amount based on the employee's FTE status.

Section 3. Length of Leave.

Eligible employees may take up to three (3) days of paid bereavement leave per calendar year.

Section 4. Use of Bereavement Leave.

Bereavement leave must be taken within a reasonable proximity, as determined by NCC, of the date of death of the immediate family member.

Section 5. Bereavement Leave Accumulation.

Bereavement leave may not be carried over to the next year. Unused bereavement leave will not be paid upon resignation or termination.

Section 6. NCC Policies and Procedures.

Matters relating to bereavement leave which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 11 - JURY DUTY/WITNESS LEAVE**

Section 1. Eligibility.

Full-time and part-time eligible employees are eligible to receive paid jury duty or witness leave. Employees are not eligible to receive paid jury duty or witness leave until after they have completed their initial probationary period (as defined in Article 4).

Section 2. Jury Duty/Witness Leave Pay.

Jury duty/witness leave pay shall be paid at the eligible employee's base hourly rate prorated based on the employee's FTE status minus any compensation received as a juror's fee or witness fee.

Section 3. Proof of Service.

Eligible employees who serve as jurors or witnesses must present proof of such service on the day they return to work to their supervisors or other designated NCC official.

Section 4. NCC Policies and Procedures.

Matters relating to jury duty/witness leave which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 12 - MILITARY LEAVE**

NCC will grant military leave in accordance with applicable law.

Section 1. Proof of Service.

NCC may request that eligible employees provide proof of service and/or attendance in accordance with applicable laws.

Section 2. NCC Policies and Procedures.

Matters relating to military leave which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit members as it changes them for employees generally.

**ARTICLE 13 - HEALTH & WELFARE AND RETIREMENT BENEFITS**

NCC will offer the same health and welfare benefits (including health, vision, dental, short-term disability, long-term disability, and accidental death and dismemberment insurance) and retirement benefits to full-time and part-time eligible bargaining unit employees as it offers to employees generally; provided, however, only the part-time eligible employees who have elected to participate in health and welfare benefits as of August 14, 2014 will be eligible for this benefit.



NCC may change or eliminate any of these benefits as well as the providers of and the other terms and conditions of these benefits for bargaining unit members as it changes or eliminates them for other employees generally. Eligible bargaining unit employees' participation in such benefits will be the same in all respects as the participation of NCC employees generally as NCC may from time to time change or eliminate these benefits.

#### **ARTICLE 14 - LIFE INSURANCE**

Full time and part-time eligible employees who have completed their initial probationary period (as defined in Article 4) are eligible to receive life insurance coverage in the amounts provided for and in accordance with NCC's benefit plans and policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

#### **ARTICLE 15 - HEALTH AND WELLNESS**

##### **Section 1. Eligibility.**

Full-time employees and part-time eligible employees who have completed their initial probationary period (as defined in Article 4) are eligible to one (1) health and wellness benefit per calendar year.

##### **Section 2. Health and Wellness Benefit.**

NCC will provide (1) one health and wellness benefit up to one hundred dollars (\$100.00) per calendar year toward an eligible employee's health and wellness initiative. Covered health and wellness initiatives include fitness club membership, smoking cessation classes, weight reduction programs, yoga, massage, health club and/or YMCA memberships. Clothing and footwear are not covered health and wellness initiatives. NCC has sole discretion to determine what constitutes a covered health and wellness initiative.

##### **Section 3. Proof of Purchase or Enrollment.**

Eligible employees must provide proof of purchase or enrollment to the designated NCC official to receive the health and wellness benefit. NCC has the right to deny reimbursement for proofs of purchase or enrollment that do not constitute a covered health and wellness initiative.

##### **Section 4. NCC Policies and Procedures.**

Matters relating to the health and wellness benefit which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

## **ARTICLE 16 - EDUCATION BENEFIT**

### **Section 1. Education Benefit.**

NCC will reimburse up to ten (10) eligible employees (up to the first ten (10) who request such reimbursement) each NCC fiscal year (which, at present, is July 1 through June 30) for the cost of courses for undergraduate and graduate (Master's preparation programs) that are directly related to the position that the employee occupies, up to \$1,200.00 per semester for up to two (2) semesters (\$2,400.00 maximum annual benefit) per calendar year. NCC will reimburse eligible employees fifty percent (50%) of the cost of courses that are indirectly related to the employee's present job but by taking the coursework promotional opportunities could present themselves within NCC's organizational structure of up to \$600.00 per semester for up to two (2) semesters (\$1,200.00 maximum annual benefit) per calendar year. NCC will make the final determination as to whether a course is directly or indirectly related to the employee's present job. Eligible employees may be reimbursed up to a total amount of \$2,400.00 per calendar year for any combination of courses taken, whether directly or indirectly related to the position they occupy.

### **Section 2. Eligible Employees.**

Eligible employees for purposes of this Article are full time employees who have satisfactorily completed their initial probationary period (as defined in Article 4).

### **Section 3. Minimum Completion Requirements.**

To receive reimbursement, eligible employees must receive a minimum grade of "B" or a passing grade if a pass/fail rating is applicable to the course. Eligible employees who receive less than a "B" or a rating of "fail" will not receive reimbursement for the course.

### **Section 4. Education Benefit Repayment.**

Employees who leave employment with NCC within one (1) calendar year following the date of reimbursement must repay to NCC the total amount of education benefit received.

### **Section 5. NCC Policies and Procedures.**

Matters relating to this education benefit which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

## **ARTICLE 17 - FLEXIBLE SPENDING ACCOUNTS**

Full-time and part-time eligible employees may participate in flexible spending accounts. Eligibility for participation begins January 1st of each year based upon the employee's FTE status during the prior calendar year. NCC's flexible spending accounts are administered as defined by IRS requirements and in accordance with NCC's policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 18 - MILEAGE REIMBURSEMENT**

NCC will reimburse employees for approved use of their personal vehicle for NCC business at the rate per mile designated by the Internal Revenue Service. Employees will only be reimbursed for mileage that was approved by the designated NCC official prior to travel. Matters relating to mileage reimbursement which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 19 - GENERAL REIMBURSEMENT**

Employees will be reimbursed for the purchase of supplies when such purchase is authorized in advance by NCC. Employees must obtain authorization from their supervisor in writing prior to the purchase.

**ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM**

NCC provides a voluntary, confidential Employee Assistance Program ("EAP") to eligible employees and their immediate family members. Eligible employees are full-time and part-time eligible employees who have satisfactorily completed their initial probationary period (as defined in Article 4). Immediate family members are parents, siblings, children, or current spouses of eligible employees. NCC may change or eliminate the EAP for bargaining unit employees as it changes it for employees generally.

**ARTICLE 21 - DIRECT DEPOSIT**

NCC may require employees to have their paychecks directly deposited into their checking, savings, or credit union accounts in accordance with applicable laws.

NCC will provide at least sixty (60) days' notice to employees prior to requiring that they have their paychecks directly deposited into their accounts. Employees not on direct deposit will have this period to furnish NCC with the information necessary to begin direct deposit.

Matters relating to the foregoing which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.

**ARTICLE 22 - SUBSTANCE ABUSE AND DRUG TESTING**

NCC and the Union share a deep concern about the problem of substance and alcohol abuse in the workplace. To promote a drug and alcohol free workplace for the safety of NCC's employees, visitors, and persons who receive NCC's services, the manufacture, distribution, dispensation, possession and use of drugs and/or alcohol on NCC premises, on NCC time, or in a manner that adversely affects NCC is strictly prohibited and employees who engage in such activity shall be subject to immediate discharge. An employee found to be under the influence of illegal drugs or alcohol on NCC premises, on NCC time, or in a manner that adversely affects NCC shall be subject to immediate discharge. This policy does not apply to prescription or over-the-

counter drugs possessed or used in a valid manner by employees, provided the use of such drugs does not pose a threat to the health or safety of the employees, persons who receive NCC's services or visitors at NCC.

NCC reserves the right, at its cost and in a professional and lawful manner using reasonable safeguards for confidentiality and accuracy, to require all employees to submit to testing of their breath, hair, saliva, urine and/or blood for the presence of drugs or alcohol in the following circumstances: (1) where there is a reasonable suspicion, based on objective factors confirmed by at least one (1) supervisor and the Department Director or Director of Human Resources, that the employee is under the influence of drugs and/or alcohol; (2) after the employee is involved in a workplace accident or injury; or (3) on a random or scheduled basis in connection with disciplinary action imposed against an employee, an approved treatment of the employee required by NCC or where required by law or regulation. NCC also reserves the right to engage in a reasonable search of any personal storage or belongings in the circumstances specified in this section. If an employee refuses to be tested, the test results are positive, or a search reveals the presence of drugs or alcohol, the employee will be subject to immediate discharge.

Any other matters relating to substance and/or alcohol abuse and/or testing for substance and/or alcohol abuse will be governed by applicable NCC policies which NCC may change for bargaining unit employees as it changes them for employees generally.

#### **ARTICLE 23 - CONFIDENTIALITY OF INFORMATION REGARDING PERSONS WHO RECEIVE NCC'S SERVICES**

The Union hereby acknowledges that NCC's services and care of persons who receive its services involve the use and exchange of confidential information about persons who receive NCC's services.

The Union hereby acknowledges and agrees that the Union, its members and its agents must maintain the confidentiality of individual information. Where the Union believes that access to confidential individual information is necessary to perform its duties, the Union will notify NCC and the parties will discuss and agree to an appropriate confidentiality agreement prior to the release of the confidential information to the Union.

#### **ARTICLE 24 - NCC POLICIES**

To the extent a subject or matter is not specifically and directly covered by this Agreement, the applicable NCC policies, including human resources and care policies, shall govern. NCC shall have the right and authority to modify, eliminate or create new policies, including human resources and care policies, to the extent their specific subject matter is not covered by this Agreement. Except where not possible as a result of governmental action (in which case NCC will, upon request, furnish the Union with documentation verifying the governmental action, which may consist of a confirmatory email from NCC to the government), NCC shall provide a copy of any new or modified policies which affect terms and conditions of employment to the Union at least twenty-one (21) days prior to their implementation and, upon written request, meet and discuss the

new or modified policies with the Union; provided, however, the obligation to meet or discuss any new or modified policy will not delay implementation of the policy. Copies of any new or modified policies that are provided to the Union pursuant to this Article will be sent to SEIU Local 500 at 901 Russell Avenue, Gaithersburg, Maryland 20879.

#### **ARTICLE 25 - PERSONNEL FILES**

Personnel files shall be maintained by the Human Resources Department. Nothing in this Article shall preclude supervisors and managers from maintaining their own files regarding employees for performance purposes or as part of an investigation of workplace activities.

An employee shall have the right to review his personnel file by notifying the Director of Human Resources. A representative of Human Resources and the employee will thereafter select a mutually agreeable time for the review in the presence of a Human Resources Department representative.

An employee may request a copy of evaluations or disciplinary notices in his personnel file upon written request to the Director of Human Resources. Reasonable copying costs may be charged not to exceed \$0.10 per page.

#### **ARTICLE 26 - PERFORMANCE EVALUATIONS**

NCC shall provide employees with a performance evaluation at the end of their probationary period and thereafter employees will be evaluated no less than every two (2) years. This language does not restrict NCC's right to conduct performance evaluations more frequently as a result of the deterioration of an employee's performance.

An employee who is, in NCC's judgment, performing at an unsatisfactory level will be provided with a performance improvement plan of sixty (60) days so that the employee will have an opportunity for improvement, which period may be extended with the Union's approval, which will not be unreasonably withheld. During this sixty (60) day period, and to provide the employee with ample opportunity for improvement, NCC will provide feedback to the employee twice in the first thirty (30) days and twice in the last thirty (30) days during which the employee will be advised of his or her progress (or lack thereof). The last feedback meeting will be not less than fourteen (14) days prior to the end of the sixty (60) day period. Except in circumstances in which the employee has violated a rule of conduct or engaged in behavior which warrants immediate termination, the employee will not be terminated from employment during this sixty (60) day period.

Performance evaluations shall normally be conducted by the employee's immediate supervisor; they may, however, be conducted by other members of the management team based on operational or personnel needs or considerations, such as the departure of a supervisor from employment with NCC. Performance evaluations shall be considered confidential but may be shared among members of Management as deemed appropriate by NCC.

Employees may provide a written response to a performance evaluation within seven (7) working days of receiving it. Such response will become and remain a part of the employee's

Human Resources Department personnel file as long as the evaluation is a part of such file. An employee shall receive a copy of his performance evaluation in accordance with Article 25, Personnel Files.

NCC shall have the right to determine the content and format of performance evaluations and to change the content and format of evaluations at its discretion.

The content of performance evaluations is not subject to the grievance and arbitration provisions of this Agreement unless an employee is disciplined as a result of the evaluation.

#### **ARTICLE 27 - TRAINING**

Employees who attend training programs which NCC requires will be paid at their base rate for hours actually spent in the training program.

#### **ARTICLE 28 - SAFETY**

NCC strives to maintain a healthful and safe work environment to the extent reasonably possible. To this end, NCC will comply with applicable federal and local health and safety laws and requirements. NCC's compliance with said laws is not subject to the grievance and arbitration procedures of this Agreement; provided, however, NCC and the Union may mutually agree to waive this exclusion from the grievance and arbitration procedure and agree in writing to process through arbitration a grievance alleging a violation of this Article.

All protective equipment required by law or by NCC will be provided by NCC free of charge to employees.

#### **ARTICLE 29 - NONDISCRIMINATION**

NCC and the Union agree that there shall be no discrimination with respect to wages, hours of work, or other terms and conditions of employment because of race, color, religion, sex, age, national origin, disability, or any other category protected by applicable law. Any accommodation made pursuant to any of these legal obligations, including an accommodation pursuant to the Americans with Disabilities Act, shall not violate this Agreement as it relates to the employee accommodated or any other employee affected by the accommodation.

No Union member shall be discriminated against or discharged for his activity as a Union member or for serving in the interest of the Union.

#### **ARTICLE 30 - MUTUAL RESPECT AND DIGNITY**

Section 1. Both parties expect employees and supervisory staff to treat each other with respect and dignity at all times.

Section 2. NCC and the Union agree that cooperation and mutual understanding between the parties is essential to promoting the welfare of the employees and maintaining high standards of quality care. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Section 3. The terms of this Article may not serve as a basis for a grievance nor are they subject to the grievance or arbitration provisions of this Agreement; however, a problem that stems from disrespect by either party may be discussed in the Joint Labor Management Committee. The parties are committed to working collaboratively to establish a culture of mutual respect through the Joint Labor Management Committee. Any employee who is subjected to workplace behavior that violates this Article is encouraged to report this behavior to the Joint Labor Management Committee.

### **ARTICLE 31 - BEHAVIORAL PLANS**

Employees will be provided adequate time, as determined by NCC, to review the behavioral plan applicable to persons receiving NCC services for whom they are responsible. While the failure to provide adequate time to review the behavioral plan shall not be grievable pursuant to the grievance and arbitration provisions of this Agreement, the Union may grieve any discipline imposed on an employee because of the employee's failure to follow a behavioral plan.

### **ARTICLE 32 - SENIORITY**

Section 1. Seniority is defined as the length of continuous, uninterrupted employment with NCC. Classification seniority is defined as the length of service in a job classification and will govern or be utilized only where specifically provided in this Agreement.

Section 2. A newly hired employee who proves satisfactory to NCC at the expiration of his probationary period, and is continued in the employ of NCC, shall have seniority retroactive to his date of hire. In the event that two (2) or more employees have the same hire date, the employee with the earliest dated employment application that resulted in the employee being hired shall be deemed to have higher seniority. NCC shall provide the Union with a copy of the seniority list within sixty (60) days of the effective date of this Agreement. Thereafter, NCC will provide the Union with a copy of the seniority list upon written request but no more frequently than one (1) time per year.

Section 3. Seniority rights are created only by this Agreement, and exist only to the extent expressed herein. Seniority shall not establish any right other than those expressly specified in this Agreement and shall be used for no other purpose.

Section 4. Seniority shall accrue during an employee's period of active employment. Employees will not accrue, but will not lose, seniority during a continuous authorized leave of absence without pay up to sixteen (16) weeks, including family/medical leave, provided that the employee returns to work immediately following the expiration of such leave of absence; during a period of continuous layoff not to exceed twelve (12) months, if the employee is recalled to employment; and during a leave due to injury, sickness or illness of up to twelve (12) months.

Seniority shall accrue during an employee's authorized leave of absence with pay.

Section 5. An employee's seniority shall be terminated and any rights under this Agreement ended for the following reasons:

- Discharge for just cause, quit, resignation, or retirement;
- Absence for three (3) consecutive scheduled work days without any notification to NCC;
- Failure to return at the conclusion of an authorized leave of absence;
- Failure to report to work within ten (10) working days of a notice of recall;
- Lay off for a period of twelve (12) months; or
- Absence from work for longer than twelve (12) months due to injury, sickness and an illness, or for a longer period as a result of an accommodation pursuant to applicable law.

### **ARTICLE 33 - UNION SECURITY**

Section 1.

(a) All employees who are members of the Union on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union, as a condition of continued employment. All employees covered by this Agreement who are not members of the Union shall within thirty (30) calendar days of the effective date of this Agreement become members of the Union or pay to the Union an agency fee as established by the Union, as a condition of continued employment.

(b) All employees hired on or after the effective date of this Agreement shall, within thirty-one (31) days after employment, become and remain members or become agency-fee payers as a condition of continued employment for the duration of this Agreement.

(c) Upon written notice from the Union, employees who fail to pay such dues or agency fees shall be given thirty (30) days' notice of termination by NCC. If any employee, within the thirty (30) day period, fails to tender the required dues or fees, and NCC is so informed, the employee's employment will be terminated by NCC.

(d) Employees who are members of a bona fide religion that has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union. Instead, they shall be required to pay to the Union an equivalent sum which the Union shall donate to non-religious charitable institutions exempt from taxation under Section 501(c) of the Internal Revenue Code. Further, the Union is authorized to charge an employee for the use of said grievance and arbitration provisions of this Agreement consistent with applicable law. The Union also reserves the right to establish and enforce policies and procedures for the implementation of such legal rights.



Section 2. NCC shall furnish to the Union within thirty (30) days of the effective date of this Agreement a list containing each bargaining unit member's name, address, telephone number, date of hire, job classification, department, hourly wage rate, and status (e.g., full-time, part-time). NCC will update the list to show any changes to the information provided on a quarterly basis.

Section 3. Employees will be responsible for notifying NCC's Human Resources Department of any change in their name, address, telephone number, and any information required by NCC's policies and/or practice.

Section 4. Upon written authorization from the employee on a form agreed to by NCC and the Union, consistent with applicable law, NCC shall deduct any initiation fee and the regular monthly Union dues or financial obligations imposed by the Union from the pay of the employee. NCC shall make a good faith effort to deduct the Union dues or agency fee on the first payday of each month. In the event NCC is unable to make the deduction, NCC shall notify the affected employees and the Union within five (5) working days of the first payday that the dues deduction shall be made on the second payday of the month. The first dues check-off from an employee's pay shall be made on the first pay day of the month following receipt by NCC of the check-off authorization, provided NCC receives such authorization no later than fifteen (15) days prior to the payday. Dues deductions shall not be retroactive. Such deductions shall be remitted to the Union within ten (10) calendar days after the payday on which the deductions are made. NCC shall furnish the Union with a record of each such deduction, showing the amount thereof, the employee from whose wages such deduction was made, and the department and job classification of said employee.

NCC agrees to promptly rectify errors in deducting dues or remittance of aggregate dues upon presentation of written documentation of the error. The Union agrees to promptly refund any amounts remitted in error, upon presentation of written documentation of the error.

NCC shall be relieved from making check-off deductions upon an employee's (a) termination of employment; (b) transfer to a job outside the bargaining unit; (c) an authorized leave of absence; or (d) otherwise in accordance with applicable law.

Section 5. NCC shall assume no liability, financial or otherwise, in connection with or arising out of the provisions of Sections 1 and 4 of this Article. The Union agrees to indemnify and hold harmless NCC against any and all claims, demands, suits, awards, attachments or other legal proceedings (including all costs and expenses of defending against any such actions) that shall arise out of or by reason of any action taken by NCC for the purpose of complying with Section 4 of this Article.

#### **ARTICLE 34 - EMPLOYEE RIGHTS TO UNION REPRESENTATION**

NCC recognizes the right of an employee to have a Union representative present when the employee is being questioned in connection with any investigation which may result in the discharge or discipline of that employee. An employee desiring to have a union representative present must so inform NCC.

If a Union representative is not available for the meeting, the Union or employee can reschedule the meeting; provided, however, NCC shall have the right to conduct the meeting within twenty-four (24) hours after when it first called the meeting, excluding weekends, whether a Union representative is available or not.

If NCC advises any government agency of alleged wrongdoing by the employee, NCC shall advise the employee of such action.

An employee who is suspended from work while NCC is investigating the employee's alleged misconduct or rule or policy violation may be placed on leave without pay during the investigation. Should NCC determine after the investigation that the employee will not be suspended or terminated from employment as a result of the alleged misconduct or rule or policy violation, the employee will be made whole for all wages lost.

### **ARTICLE 35 - DISCIPLINARY NOTICES**

Section 1. NCC shall provide employees with a copy of any written discipline imposed upon them, and employees shall be asked to sign the disciplinary form. The employee's signing of the form shall be only for the purposes of acknowledging receipt and will not be considered an acknowledgement of guilt or agreement with the contents. Unless NCC's government client has not completed its investigation or the employee is unavailable, this shall take place within five (5) working days of when NCC has completed its investigation and determined the discipline which will be imposed, provided that the employee is available during this five (5) day period.

Section 2. All written disciplinary actions will be maintained in the employee's Human Resources Department personnel file.

Section 3. Employees shall have the opportunity to provide a written response to any disciplinary action which will be included in the Human Resources Department personnel file within seven (7) working days of receiving the discipline.

### **ARTICLE 36 - DISCHARGE AND DISCIPLINE**

NCC shall have the authority to discipline and discharge employees for just cause. It is recognized and agreed between the parties that NCC must maintain and impose high standards of performance, quality of work and care. Accordingly, it is agreed that "just cause" is defined as NCC's determination that an employee does not meet this high standard, so long as NCC does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation and NCC bears the burden of showing that just cause existed.

### **ARTICLE 37 - PROMOTIONS/POSITION OPENINGS**

Section 1. Postings.

(a) Vacancies in bargaining unit positions, new or established, shall be posted in the Human Resources Department. NCC will also make reasonable efforts to distribute information regarding openings in a newsletter or bulletin; provided, however, any alleged failure of NCC to

engage in reasonable efforts to distribute information regarding openings is not subject to the Grievance and Arbitration provisions of this Agreement. NCC has the right to advertise and fill positions externally due to staffing or operational needs. Employees must make a separate application for each opening. NCC shall not, however, be required to post any job vacancy which must be filled without delay to meet an emergency or to safeguard the health and/or safety of individuals receiving NCC's services.

(b) In the event the qualifications of a posted position are changed, the position shall be posted for an additional five (5) days.

Section 2. Manner of Selection.

(a) Where the qualifications, performance (including any disciplinary record) and abilities of two or more applicants for a posted bargaining unit vacancy are equal, the more senior applicant will be offered the position. When considering the seniority of such applicants, an applicant in the same Program (as defined by NCC) or, if the applicant is not in a Program, the same department in which the opening occurs will be given preference over an applicant from another Program or department, whichever applies.

(b) Where the qualifications, performance (including any disciplinary record) and ability of an incumbent applicant and an outside applicant are equal, NCC shall give preference to the incumbent applicant.

Section 3. Promotion Outside Bargaining Unit.

Employees may be selected for promotion to a position excluded from the bargaining unit at NCC's discretion, provided the employee selected consents. An employee so selected may be returned, at NCC's option, to his former job classification or its equivalent position within the bargaining unit, without loss of seniority, within six (6) months after commencing in the new position.

**ARTICLE 38 - REDUCTION IN FORCE, LAYOFF, & RECALL**

Section 1. Definition.

A reduction in force or a layoff shall mean a permanent position elimination or a prolonged reduction in an employee's hours. Daily assigned time off and reductions in employee hours of limited duration (for example, seasonal reductions or layoffs of a few weeks' duration) are not covered by this Article and may be implemented at NCC's discretion. Similarly, decisions as to which employees will be offered summer work during the extended school year shall be at NCC's discretion.

Section 2. Manner of Reductions in Force/Layoffs.

In implementing reductions in force or layoffs, temporary employees will be severed prior to regular employees. Regular employees will be selected for layoff or for a reduction in force within the affected program (as defined by NCC) based on a comparison of their performance,

skills and abilities as reflected in at least one performance evaluation and any discipline they have received in the previous twenty-four (24) months. Where in NCC's judgment the performance of employees is substantially equal, the least senior employee will be laid off or reduced; otherwise, the order of layoff or reduction will be based on NCC's assessment of the employees' performance, skills and abilities. Employees so affected may not displace a less senior employee in another program.

Section 3. Notification.

NCC shall notify the Union and the affected employee in writing no less than twenty-one (21) days prior to reductions in force or layoffs affecting ten (10) or more incumbent employees. In the case of any layoff or reduction of force, NCC may, at its election, provide employees with pay in lieu of notice.

Section 4. Recall.

Employees shall be recalled in reverse order of their reduction in force or layoff.

**ARTICLE 39 - GRIEVANCE PROCEDURE**

Section 1. Definition.

A grievance is any dispute between a bargaining unit employee and/or the Union and NCC arising under and during the term of this Agreement involving the application of a specific provision of this Agreement or a claimed violation of a specific provision of this Agreement which is not specifically exempted from the provisions of this Article.

Section 2. Procedure.

(a) Any difference or dispute arising out of this Agreement which an employee or the Union has not been able to adjust informally may be made the subject of a grievance and shall be presented in writing according to the procedure specified herein.

(b) All discipline and discharge grievances shall be filed at Step I and shall progress through the remaining steps in accordance with the terms and conditions herein.

(c) All contract interpretation grievances shall be filed at Step II and progress in accordance with the terms and conditions herein.

(d) Step I: If the grievance is not resolved informally, the employee must bring the grievance to the Union and, if the Union deems the grievance to be meritorious, the Union shall present it in writing to the Director of Human Resources within seven (7) working days of the event giving rise to the grievance. The parties will agree upon a grievance form which will be used for grievances. The written grievance shall contain -- and the Union commits to providing -- a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signatures of the affected employee and the Union representative. The arbitrator may

consider the Union's failure to provide this information in the arbitrator's ruling on any grievance which goes to arbitration. NCC's failure to respond within seven (7) working days shall be considered a denial of the grievance and the Union may appeal the grievance to the next Step of the grievance procedure.

Step II: Where a grievance commences at Step I, the Step I written answer shall settle the grievance unless an appeal in writing is received by the Director of Human Resources within ten (10) days of delivery of NCC's Step I response. For grievances to be filed at Step II, the employee must bring the grievance to the Union and, if the Union deems the grievance to be meritorious, the Union shall present it in writing to the Director of Human Resources within ten (10) working days of the event giving rise to the grievance. Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time periods provided in this procedure. Requests for meetings must be provided in writing to the Director of Human Resources, who will coordinate the meeting. Requests for meetings will not be unreasonably denied by either party. When a grievance is filed or in process at Step II, the Director (or a designee) will endeavor to respond in writing to the grievance within ten (10) days. NCC's failure to respond within ten (10) days shall be considered a denial of the grievance and the Union may appeal the grievance to the next Step of the grievance procedure.

Step III: If the parties are unable to reach a satisfactory settlement pursuant to the preceding Steps, either party may refer the matter to arbitration by providing written notification to the other within fifteen (15) days of completion of Step II.

(f) No employee should be disciplined or suffer a loss of pay or benefits or change in employment position as a direct result of truthfully reporting facts (other than relating to behavior which could lead to discipline for the employee) to NCC.

### Section 3. Limits.

Any grievance not processed in accordance with any time limits or steps in the grievance procedure or any of the foregoing requirements shall be considered waived without regard to any excuse therefor and no arbitration shall be had thereon. The time deadlines specified in this Article may be extended by a written agreement signed by the authorized representatives of NCC and the Union.

### Section 4. NCC Grievances.

NCC may utilize the provisions of this grievance procedure for any alleged violations of this Agreement by filing a written grievance with the Union within twenty (20) days of the alleged violation. The Union shall respond in writing within ten (10) days. The Union's failure to respond within ten (10) days shall be considered a denial of the grievance. If the parties are unable to reach a satisfactory settlement of the grievance, either party may refer the matter to arbitration

**ARTICLE 40 - ARBITRATION**

**Section 1. Appeal to Arbitration.**

Grievances not resolved through the grievance procedures specified in Article 40 may proceed to arbitration within fifteen (15) days of the completion of Step II of the grievance procedure. The Union shall notify the Director of Human Resources in writing and NCC shall notify the Union's Director, NCC Division, in writing of the referral of a grievance to arbitration. If the Union or NCC fails to serve written notice of its intent to arbitrate within this time limitation, it shall be deemed to have waived the right to proceed to arbitration on the grievance. No individual employee shall have the right to invoke this arbitration procedure.

**Section 2. Selection of Arbitrator.**

The parties agree on a panel of three (3) arbitrators to hear and decide all grievances arising pursuant to this Agreement, as follows: Richard I. Bloch, Joseph M. Sharnoff and Roger Kaplan. The arbitrators shall be assigned to cases referred to arbitration in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added, or an arbitrator deleted, by the mutual written agreement of the parties. Once the grievance has been referred to an arbitrator, the next grievance referred to arbitration will be assigned to the next arbitrator on the list, regardless of whether the preceding grievance referred to arbitration went to a hearing or was withdrawn or otherwise resolved prior to a hearing.

**Section 3. Hearing Procedure.**

The arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which he/she shall receive evidence, both oral and documentary. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenographic reporter. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and to file a post-hearing brief. (The arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing). The expense of arbitration, including the fee and expenses of the arbitrator, shall be shared equally by the parties. All other expenses shall be paid by the party incurring them.

**Section 4. Arbitrator's Jurisdiction.**

The arbitrator shall have authority only to interpret and apply the explicit provisions of this Agreement to the extent necessary to decide the submitted grievance, basing his/her decision on the express language of this Agreement, without amending, modifying, adding to, subtracting from, or changing this Agreement. The arbitrator shall have no power or authority to (i) limit or impose any rights reserved to NCC in Article 41, Management Rights; (ii) substitute his judgment or discretion for NCC's judgment or discretion; or (iii) set aside, modify, or extend a term of this Agreement.

Except by written agreement between NCC and the Union, no more than one (1) grievance shall be submitted to the same arbitrator at one (1) hearing. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on NCC, the Union and all bargaining unit employees concerned.

**Section 5. Persons Who Receive NCC's Services' or Family Member's Non-Appearance.**

(a) If the discipline or discharge of an employee results from or involves conduct relating to a person who receives NCC's services or a family member of a person who receives NCC's services and the person or family member does not appear at the arbitration, the arbitrator shall not consider the failure of the person or family member to appear as prejudicial.

(b) The terms "person" and "persons who receive NCC's services" for the purpose of this Agreement shall include those seeking NCC's services as well as those already receiving NCC's services.

**ARTICLE 41 - GOVERNMENTAL COMPLIANCE**

If a Government Contracting Officer or his/her authorized representative should inform NCC that an employee or employees (i) cannot perform work on a contract which NCC has with the Government; (ii) cannot be present on NCC's premises or in NCC's workplace; (iii) must be excluded from any particular job or area; or (iv) otherwise requires NCC to discharge an employee or employees, any action by NCC pursuant to the Government's direction (including discharge or barring of an employee from the premises) shall not be deemed a violation of this Agreement.

**ARTICLE 42 - MANAGEMENT RIGHTS**

All management rights, authority, functions and responsibilities which are not unequivocally and expressly restricted or limited by a specific provision of this Agreement are retained by NCC and shall remain vested exclusively in its sole discretion to manage NCC to attain and/or maintain optimum operating efficiency and optimum services without regard to any past practice or condition.

Subject to the express provisions of this Agreement (as opposed to their implied meaning), the parties recognize that such rights, authority, functions and responsibilities include but are not limited to: the full control, planning, management and operation of its business and its facilities; the determination and scope of its activities and/or treatments, procedures, products or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of units, departments, operations and facilities; the determination of materials, parts, products, machinery and equipment to be acquired, utilized or discontinued and the layout and scheduling thereof; the determination of hiring and qualifications for employees; the training of employees; the establishment of quality standards and performance standards, procedures and evaluations and other performance management and/or evaluation devices; the right to determine, increase or decrease staffing for any unit or department; the determination of employee schedules and the right to require overtime work; the right to utilize, assign and/or transfer employees as necessary in the interests of operational efficiency and services; the right to

organize, reorganize, combine or discontinue units or departments, or to transfer, contract or subcontract all or any portion of the work now or hereafter done by employees regardless of whether it may cause a reduction in the workforce; the right to introduce new or improved procedures, methods, treatments, services, machinery or equipment and to make technological changes or to discontinue procedures, methods, treatments, services, machinery or equipment regardless of whether such introduction, use, changes or discontinuance may cause a reduction in the working force; the right to lay off employees or implement reductions in the work force; the right to promote or transfer employees; the determination of which of its units, departments, facilities or services or any part thereof shall be opened, operated, relocated, shut down, leased, sold, transferred or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to enter joint ventures; the determination of the number of employees and the assignment of duties thereto; the staffing of equipment and the right to change, increase or reduce the same; the right to establish, combine, add to, change or abolish jobs, duties, classifications and descriptions and to establish and assign pay grades to any new, changed or combined jobs; and the right to maintain order and efficiency and to issue, modify, revoke and enforce rules, regulations and policies governing employee conduct.

NCC has the right to discontinue operations in whole or in part, to subcontract, transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and type of employees required and to take such other measures as management may determine to be helpful to the orderly or economic operation of NCC.

The Union recognizes that NCC may change its method or methods of operation due to technological change or otherwise, regardless of whether it results in a reduction in the work force.

NCC has the right to devise and implement changes, including but not limited to changes in job duties, job classifications, job standards, performance requirements and any and all related matters including pay rate changes, as a result of or identified by any restructuring, reengineering or similar process.

The Union waives any right which it may have under federal law to bargain over NCC's exercise of the rights reserved to NCC in this Article.

#### **ARTICLE 43 - UNION RIGHTS**

The Union shall furnish the Employer with a written list of all Union representatives and their titles who shall have authority to act on behalf of the Union.

Designated non-employee Union representatives will be permitted reasonable access to NCC for the purpose of ascertaining that this Agreement is being adhered to; provided that such representative provide the designated NCC representative with at least twelve (12) hours' written advance notice of the time, scope and reason for the visit, and provided further that said visit does not interfere with NCC operations. For purposes of this section only, e-mail notice to the Director of Human Resources will be considered acceptable written notice.



NCC shall provide a bulletin board at one (1) Southeast location and its Maryland School at 410-A University Boulevard, Silver Spring, for the posting of official Union notices. No material of a political, defamatory or inflammatory nature shall be posted. All items posted on said bulletin boards will be clearly marked with the date on which they are posted, and all such items will be removed by the Union from the bulletin boards no later than thirty (30) days from the date of posting, unless mutually agreed to in writing in advance of the expiration of the thirty (30) days.

**ARTICLE 44 - NO STRIKES, WORK STOPPAGES, SLOW-DOWNS,  
REFUSALS TO CROSS PICKET LINES OR LOCKOUTS**

It is recognized that NCC is engaged in a public service requiring continuous operation and it is agreed that such obligation of continuous service also is accepted by the employees and the Union.

**Section 1. Prohibited Conduct.**

Therefore, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, participate in, engage in, instigate, encourage, condone, or ratify any strike, sympathy strike, honoring of a picket line, work stoppage, slow-down, boycott, sit-down, stay-in, refusal to work or to work overtime, picketing (of whatever form or type, including but not limited to informational picketing, recognitional picketing or sympathy picketing), hand billing, patrolling, leafleting, or any form or type of self-help without exception, nor any other interference with nor interruption of work at any of NCC's operations for any reason whatsoever for the duration of this Agreement and any extensions or renewals of it.

In consideration of the Union's acceptance of this Article, and in the absence of any breach of it by the Union or any of its members, NCC will not lock out the Union or its members who are employees for any labor dispute. However, a complete or partial reduction or discontinuance of operations by NCC for economic or other business reasons, or a lay-off of the workforce in whole or in part, shall not constitute a lock out.

**Section 2. Union's Duties in Case of Employee(s) Prohibited Conduct.**

In the event that any employee(s) covered by this Agreement participate in any activity prohibited by this Article, the Union, within twenty four (24) hours of being so notified, shall:

- (1) instruct such employee(s) orally and in writing to cease the prohibited conduct and resume work immediately;
- (2) disavow such employee(s) action by written notice to all employees covered by this Agreement as well as by appropriate communications to the public;
- (3) post notices on Union bulletin board(s) advising that it disapproves of such action and instructing employees to cease such action and return to work;

(4) advise NCC in writing that such action by employees has not been called or sanctioned in any way by the Union; and

(5) begin making every reasonable effort possible to induce such employee(s) to cease the prohibited conduct, and continue making such efforts until the employee(s) cease the prohibited conduct. Such efforts by the Union shall include but not be limited to advising employees that they may be discharged or disciplined for their conduct at NCC's sole discretion, and that they will be disciplined by the Union in accordance with its internal rules and procedures.

Notice delivered by facsimile, overnight delivery or hand delivery will be valid for purposes of this Article.

**Section 3. NCC's Rights and Remedies.**

(a) In the event of a claimed violation of this Article, NCC shall have the right, without warning and without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action, and the Union shall not oppose or remove the action. Similarly, NCC may, at its discretion, at any time proceed with an action in a court of law to enforce Section 1 of this Article regardless of, and without waiving its right to proceed in any other forum, such as through the grievance and arbitration procedure.

(b) NCC shall have the unqualified right to discharge or otherwise discipline any or all employees who participate in any activity prohibited by this Article, irrespective of the penalty given any other employee for such conduct. Grievances and arbitrations concerning any employee(s) disciplined or discharged for violation of this Article shall be limited solely to a determination of whether the employee(s) engaged in conduct prohibited by this Article. The failure to impose a penalty for violation of this Article shall not be a waiver of the right to do so in any other instance, nor shall such failure establish a precedent of any kind.

**Section 4. Limitation on Grievances.**

A breach of Section 1 of this Article by the Union (or employees) shall not be subject to the grievance and arbitration procedures of this Agreement, other than as specifically provided in Section 3(a) and (b).

**ARTICLE 45 - JOINT LABOR MANAGEMENT COMMITTEE**

NCC and the Union share a joint commitment to promote and foster constructive labor management relations between them.

The parties agree to form a Joint Labor-Management Committee composed of three (3) representatives designated by the Union and three (3) representatives designated by NCC.

The Joint Labor-Management Committee will serve as a forum for the discussion and the collaborative resolution of issues which are matters of mutual interest or concern between the parties.

The Joint Labor Management Committee will meet on a monthly basis or as needed, provided one party presents to the other an agenda to be discussed at least five (5) working days in advance of the meeting. Items of an emergency nature may be placed on the agenda of an already scheduled meeting without prior notice, provided the parties mutually agree at the meeting to discuss them. Such meeting will take place during regular working hours at times that will not interfere with NCC's operations. Each monthly meeting shall not last longer than ninety (90) minutes. Employee representatives designated by the Union as members of the Joint Labor Management Committee will not be paid for attending a Joint Labor Management Committee meeting unless the meeting takes place during the employee representative's regular working hours.

Grievances shall not be considered an appropriate subject matter for discussion at the Joint Labor Management Committee meetings, nor shall the Committee have authority to amend this Agreement.

#### **ARTICLE 46 - ENTIRE AGREEMENT**

##### **Section 1. No Prior Agreements or Obligations.**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining. All of the understandings, agreements and undertakings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the life of this Agreement and any extensions of it, all past practices and/or prior agreements or undertakings, whether written or oral, express or implied, are hereby canceled and shall have no further force or effect and any practices which arise during the term of this Agreement shall not be binding on NCC.

##### **Section 2. No Continuing Bargaining Duty.**

The Union unqualifiedly waives any further right to negotiate over terms and conditions of employment and agrees that NCC will not be obligated to bargain collectively under the National Labor Relations Act with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement. The Union further agrees that matters not covered by this Agreement shall remain within the discretion of NCC without bargaining or negotiations thereon.

#### **ARTICLE 47 - SEVERABILITY**

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, all other provisions or applications shall continue in full force and effect.

**ARTICLE 48 - AMENDMENTS**

The provisions of this Agreement may not be amended, modified or supplemented except pursuant to the mutual agreement of the parties which has been reduced to writing and signed by the authorized representatives of both parties.

**ARTICLE 49 - DURATION OF AGREEMENT**

**Section 1. Duration of Agreement.**

This Agreement shall become effective at Midnight January 20, 2019 and shall continue in effect until and including 11:59 p.m. on January 19, 2022 ("Expiration Date"). If neither party provides the sixty (60) day notice specified in Section 2 below, this Agreement shall continue in effect from year to year thereafter.

**Section 2. Notice to Negotiate and Continuance of Agreement.**

Either party may, on or before sixty (60) days prior to the Expiration Date, provide written notice by certified mail to the other party of the desire of the party giving such notice to terminate this Agreement and to negotiate a successor agreement. The provision of such notice shall constitute an obligation on both parties to negotiate in good faith with the intent of reaching a successor agreement prior to the Expiration Date. This Agreement nevertheless will continue in effect after the Expiration Date subject to the provisions of Section 3 (a) below.

**Section 3. Termination of Agreement.**

(a) At any time after the Expiration Date, if no successor agreement has been reached, either party may give to the other party written notice, by certified mail, of the intent to terminate this Agreement. Such termination shall become effective thirty (30) days from the date of said notice.

(b) During this thirty (30) day notice period, attempts to reach a successor agreement shall be continued in good faith. If the parties fail to reach a successor agreement before the thirty (30) day period has elapsed, this Agreement will terminate.

**Section 4. No Vested Interest Acquired By Employees.**

Employees shall acquire no vested interest in any right or benefits granted in this Agreement which are not subject to being changed, revised or divested, in accordance with this Agreement or any subsequent revisions or termination. All rights or benefits which employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NATIONAL CHILDREN'S CENTER, INC.

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 500

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Date: 2/22/19 \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Section 1.1: Geographical Locations**

Administrative Offices  
8757 Georgia Avenue, Suite 700  
Silver Spring, MD 20910

Early Learning Center  
3400 MLK Martin Luther King, Jr. Avenue SE  
Washington, DC 20032

Brookland Ridge (formerly The Heights)  
Taylor Street NE  
Washington, DC 20017

Aspen House  
6809 9th Street NW  
Washington, DC 20012

Takoma House  
7415 Wildwood Drive  
Takoma Park, MD 20912

Fox House  
5026 Fox Street  
College Park, MD 20740

Berwyn House  
8606 57th Avenue  
Berwyn Heights, MD 20740

Adelphi House  
3015 Silver Lake Court  
Adelphi, MD 20783

Twin Towers  
1110 Fidler Lane  
Silver Spring, MD 20910

Adult Day Program  
210 Sheridan Street, NW  
Washington, DC 20011

Sheridan House (TLU)  
203 Sheridan Street, NW  
Washington, DC 20011

Summit Hills  
8502 16th Street  
Silver Spring, MD 20910

Cloisters Apartments  
Michigan Avenue NW  
Washington, DC 20017

Avondale House  
2003 Woodreeve Road  
Hyattsville, MD 20782

Ft. Totten Apartments  
350 Galloway Street  
Washington, DC 20011

Ellicott House  
4849 Connecticut Avenue NW  
Washington, DC 20017

The Bowen  
14909 Health Center Drive  
Bowie, MD 20783

Daniels Run  
9220 Edwards Way  
Adelphi, MD 20783

Warwick  
1131 University Boulevard W  
Silver Spring, MD 20902

Campus Garden  
7931 Riggs Road  
Adelphi, MD 20783

Charter House  
1316 Fenwick Lane  
Silver Spring, MD 20910

Lerner University Square  
122 Westway, #T2  
Greenbelt, MD 20770

Highview  
Highview Terrace  
Hyattsville, MD 20782

**SIDE LETTER NO. 1**

January 20, 2019

Ms. Sue Gindes  
Director of Representation Programs  
SEIU Local 500  
901 Russell Ave., Suite 300  
Gaithersburg, MD 20879

***Re: National Children's Center, Inc. – D.C. Accrued Sick and Safe Leave Act***

Dear Ms. Gindes:

This confirms the parties' agreement regarding the relationship between the District of Columbia Accrued Sick and Safe Leave Act of 2008 ("ASSLA") and the District of Columbia Universal Paid Leave Amendment Act of 2016 ("UPLA") and the sick leave provisions of the collective bargaining agreement between National Children's Center, Inc. and SEIU Local 500 ("Local 500") for the period January 20, 2019 through and including January 19, 2022 ("CBA").

Specifically, the sick leave provisions of the CBA encompass the leave required by ASSLA and/or UPLA, and ASSLA and/or UPLA will not be interpreted or applied to require paid leave in addition to the paid sick leave specified in the CBA except to the extent required by ASSLA and/or UPLA. If the following is acceptable to Local 500, please sign below on the space indicated to signify Local 500's agreement.

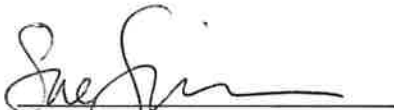
Very truly yours,



Larry Hopson

*Senior Director, Human Resources*

Agreed and Accepted:



Sue Gindes  
Director of Representation Programs  
SEIU Local 500



**SIDE LETTER NO. 2**

January 20, 2019

Ms. Sue Gindes  
Director of Representation Programs  
SEIU Local 500  
901 Russell Ave., Suite 300  
Gaithersburg, MD 20879

***Re: National Children's Center, Inc. – Unpopulated Bargaining Unit Positions***

Dear Ms. Gindes:

This confirms the parties' agreement regarding certain unpopulated bargaining unit job classifications identified in Article 2, Section 2 of the collective bargaining agreement between National Children's Center, Inc. and SEIU Local 500 ("Local 500") for the period January 20, 2019 through and including January 19, 2022 ("CBA").

Specifically, the following positions listed in the "Bargaining Unit Employee Defined" Section of the CBA are not currently populated with any NCC employees:

- behavior management assistant
- bus aide
- bus aide/dispatcher
- counselors/teaching assistant
- DCPS special education teacher
- teacher assistant/driver
- driver/trainer
- facilities support operations manager
- housekeeper
- instructors
- lead housekeeper
- MD certified special education teacher
- psychology assistant
- salad/dessert preparation person
- special education teachers non-DCPS
- teacher assistant
- transportation safety program assistant

If any of these job classifications becomes populated in the future, the positions shall be considered part of the bargaining unit.

This Side Letter will be in effect for the duration of the CBA and for any extension thereof. Further, this Side Letter shall be enforceable through the grievance and arbitration procedures of Articles 39 and 40 of the CBA.

If the following is acceptable to Local 500, please sign below on the space indicated to signify Local 500's agreement.

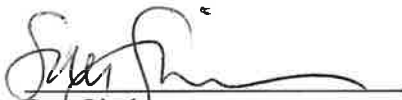
Very truly yours,

National Children's Center, Inc.

By:   
Larry Hopson

*Senior Director, Human Resources*

Agreed and Accepted:



Sue Gindes  
Director of Representation Programs  
SEIU Local 500