

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE AMERICAN NURSES ASSOCIATION  
AND  
THE WASHINGTON-BALTIMORE NEWS GUILD, LOCAL 32035,  
COMMUNICATIONS WORKERS OF AMERICA-AFL-CIO**

**May 1, 2022 – April 30, 2025**

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## **PREAMBLE**

This Agreement is made and entered into by and between American Nurses Association (“ANA”) with offices at 8515 Georgia Avenue, Suite 400, Silver Spring, Maryland 20910, and the Washington-Baltimore News Guild, Local 32035, Communications Workers of America-AFL-CIO (“WBNG”) with offices at 1225 Eye Street, NW, Suite 300, Washington, District of Columbia 20005.

## **ARTICLE 1. RECOGNITION**

- 1.1 ANA recognizes WBNG as the exclusive bargaining representative for all regular full-time and regular part-time employees, and for all pool employees and temporary workers as provided in Article 2.
- 1.2 The bargaining unit will not include:
  - a. Supervisors as defined by the National Labor Relations Act;
  - b. Managerial employees as defined by the National Labor Relations Act;
  - c. Confidential employees as defined by the National Labor Relations Act;
  - d. Temporary workers who are employed by a third party, including a temporary agency or consulting company;
  - e. Employees funded exclusively by grants;
  - f. Interns, including students in precepted placements;
  - g. Intermittent employees; and
  - h. Any other type of employee excluded from inclusion under the National Labor Relations Act.
- 1.3 As used in this Agreement, the term employee means employee in the WBNG bargaining unit, and position means a position within the WBNG bargaining unit.

## **ARTICLE 2. TEMPORARY WORKERS AND POOL EMPLOYEES**

- 2.1 For the purposes of this Agreement, a temporary worker is an individual who:
  - fills a temporary operational need AND
  - is engaged in bargaining unit work AND
  - is either an individual engaged through an outside employer or an individual directly hired by ANA.
- 2.2 Temporary positions need not be posted.

- 2.3 If ANA converts a temporary position to a regular, bargaining unit position, the position will be posted and filled in accordance with Article 24 (Vacancies and Position Changes).
- 2.4 ANA will not employ any temporary worker in a particular position to perform bargaining unit work for more than thirty (30) days if there is any bargaining unit employee on layoff who is qualified with a reasonable period of training to perform the work in question.
- 2.5 If a temporary worker is hired into any regular, bargaining unit position, they shall serve the probationary period for a new regular employee under Article 20 (Probationary Period). That probationary period shall begin upon the employee's assuming the regular position.
- 2.6 ANA may hire temporary workers to perform bargaining unit work for no longer than twelve (12) months. Such workers shall not be included in the bargaining unit during this time. At twelve (12) months, the temporary worker shall be hired or released. If hired, they shall be covered by the terms and conditions of this Agreement, except as otherwise provided in this Agreement.
- 2.7 Any time ANA utilizes a temporary worker, at the end of eleven (11) months ANA will notify WBNG whether, at or before the end of the twelve (12) months, ANA will (1) fill the position with a regular employee, (2) abolish the position, or (3) leave the position vacant. If a decision is made to fill the position with a regular employee and a temporary worker subject to provision 2.6 is in the position, before a permanent hire is made under the posting process outlined in section 2.3, the temporary worker shall have no right to grieve termination if not ultimately selected to permanently fill the position.
- 2.8 Pool Employees
  - a. ANA may establish an internal pool of employees who are hourly supplemental support staff in the ANA Enterprise Customer Care Center or any other ANA Enterprise department that necessitates additional staff to accommodate business needs ("Pool Employees").
  - b. Pool Employees must agree to:
    1. work a minimum number of shifts on a monthly basis, as specified in the Pool Employee Policy; and
    2. be compensated based on the Pool Employee policy.
  - c. Pool Employees are explicitly excluded from the following Agreement terms:
    1. Article 18. Resignation and Retirement
    2. Article 20. Probationary Period
    3. Article 23. Seniority
    4. Article 21. Work Schedules
    5. Article 30. Layoff and Recall
    6. Article 31. Severance and Out-Placement

7. Article 32. Authorized Leave, in part, as noted below:
    - a) 32.2 Vacation
    - b) 32.3 Sick and Safe Leave, except as prescribed by law
    - c) 32.9 Personal Leave
    - d) 32.10 Sabbatical Leave
  8. Article 33. Holidays
  9. Article 35. Salary Administration
  10. Article 36. On Call
  11. Article 39. Insurance, except as prescribed by law
  12. Article 40. Pension and Retirement Plans.
- d. Pool Employees who are unable to meet their minimum number of monthly shifts because of the lack of available shifts will continue to be considered active employees until a month where there are adequate shifts to meet the requirement.
  - e. Any department that uses supplemental staffing from the internal pool of employees for more than thirty (30) hours per week and more than six (6) consecutive months, for the same position, will be required to fill that position with a regular employee.
  - f. The Pool Employee Policy falls within the purview of the Joint Labor-Management Committee, as provided for in Article 12.

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

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

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

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

In addition to the above, ANA will abide by applicable federal, state, and local non-discrimination requirements.

ANA and WBNG acknowledge the importance of Diversity, Equity, and Inclusion in the work of ANA. Both ANA and WBNG will strive to include diversity, equity and inclusion within the collective bargaining agreement.

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

- 5.1 WBNG, its officers, and each of the employees covered by this Agreement, agree that during the term of this Agreement, they will not participate in and/or encourage any strike, stoppage of work, boycott, picketing, hand-billing other than to WBNG members, or any other type of interference against ANA. This commitment does not apply to activities engaged in by employees as part of their ANA work assignments.
- 5.2 If any employee or group of employees represented by WBNG violates Section 5.1, above, WBNG, through its officers, will promptly notify ANA and the employee(s) in writing of its disapproval of the violation and will instruct the employee(s) to cease the violation immediately.
- 5.3 ANA has the right, consistent with Article 28 (Discipline) of this Agreement, to discipline or discharge any employee(s) participating in and/or encouraging conduct in violation of the prohibitions contained in Section 5.1.
- 5.4 ANA agrees that during the term of this Agreement, it will not lock out its employees covered by this Agreement. Reductions in force or partial or complete cessation of operations due to lack of work or other business reasons will not be construed as a lockout.

#### **ARTICLE 6. AGENCY SHOP**

- 6.1 All present employees covered by this Agreement, on and after thirty (30) days from the effective date of this Agreement, and employees employed after signing of this Agreement, on and after thirty (30) days from the date of their employment, as a condition of continued employment, will either:
  - a. Become and remain members of WBNG during the term of this Agreement and pay to WBNG the periodic dues and fees uniformly required by WBNG as a condition of retaining membership; or
  - b. Pay to WBNG, for the term of this Agreement, a service charge, in the same amount and payable at the same time as WBNG's dues and initiation fees, as an agency fee, which is a contribution toward the administration of this Agreement and the representation of employees.
- 6.2 WBNG will comply with all legal requirements in implementing and enforcing the provisions of this Article.

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

#### Assignment and Authorization

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

- 6.6 WBNG will indemnify ANA and hold it harmless against all suits, claims, and liability that arise out of any action taken by ANA in connection with this Article, including any attorney's fees and costs incurred by ANA in defending, through counsel of ANA's choosing, against such suits and claims.
- 6.7 By email, ANA will provide monthly to WBNG's administrative secretary with a carbon copy (CC) to the unit chair or chair's designee, a list of employees who have left, been promoted or transferred to a non-covered position, and newly hired employees. For departed employees, the list will include departure date, job classification, reason for departure, i.e., retirement, failed probation, etc. and area of assignment. For promoted or transferred to a non-covered position, the list will include the employee's old position title, old grade, and new title and status, e.g., confidential, supervisory, or managerial. For



newly hired employees, the list will include employment date, pay level, hire rate, job classification, and area of assignment.

- 6.8 By email, ANA will provide to WBNG's administrative secretary with a carbon copy (CC) to the unit chair or chair's designee annually and upon request, a seniority list which will include employment date, pay level, annualized base wages, job classification, department, and where different from employment date, seniority date.
- 6.9 With each dues or agency fee check, ANA will provide WBNG with a list of all employees whose deductions have been made that payroll period. The list will include each employee's annualized base wages and the amount deducted.

## **ARTICLE 7. UNION ACTIVITIES**

- 7.1 ANA agrees to permit official union notices to be posted to ANA's intranet (the "Pulse") in a WBNG page.

- 7.2 Use of ANA E-Mail System for WBNG Purposes

WBNG may use the ANA E-Mail system for notification of WBNG meetings or other appropriate messages. Whenever possible, persons listed in the address will be confined to those who need to attend the meeting. However, Teams may be used for general announcements and to announce meetings where general WBNG attendance is requested.

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

- 7.3 Equipment and Supply Space for WBNG

- a. ANA will provide WBNG with a locked office space that will accommodate a desk, a file cabinet and a printer or copier. WBNG may have a separate phone line(s) for its phone and equipment and will incur the cost of installation and of all phone line charges. WBNG will be responsible for maintenance of its equipment. WBNG will not have locked file cabinets at any other ANA location.
- b. The lock for the union office space will be keyed to the property management/ANA master key to ensure compliance with property management rules and regulations.
- c. WBNG will coordinate with ANA movement of equipment and installation of phone lines to ensure compliance with property management rules and regulations.
- d. ANA maintains rights to access and manage the secure equipment space, including housekeeping and engineering maintenance.

- e. In the event ANA relocates its offices, it will discuss similar arrangements with WBNG.

7.4 Time Off to Vote in WBNG Elections

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

7.5 Time Off to Perform WBNG Work

- a. WBNG unit representatives will be allowed reasonable time with pay to attend disciplinary meetings, grievance hearings, and arbitration hearings. No more than two (2) WBNG representatives will be allowed time with pay for each meeting and hearing. WBNG/ANA contract negotiations shall be done at least 50% during normal business hours. No two bargaining unit team members from the same work area may participate in negotiations at the same time unless they obtain prior approval from their supervisor. Under no circumstances will WBNG bargaining team members be paid overtime for negotiations. If needed to accommodate remote workers or other reasonable necessities, contract negotiations shall be held virtually using ANA's virtual conferencing platform.
- b. In the event an employee is elected to an office within WBNG local, TNG or CWA, it is agreed that the employee's responsibilities in such position shall not interfere with the employee's job responsibilities for ANA. The employee's election to an office within WBNG local, TNG, or CWA alternatively shall constitute good and sufficient cause for a full-time consecutive leave of absence of up to twelve (12) months. Such leave shall be unpaid. ANA will not be required to provide any benefits during the leave, and such leave shall be available to only one (1) employee at any given time. During the leave, ANA has the right to have all or some of the employee's duties performed by a temporary employee, a contract employee or a consultant. ANA will consider a request to extend the leave. If the extension is granted, ANA has the right to post and fill the position. If the employee seeks to return to ANA at the end of the leave, they will be returned to their former position if vacant or to a comparable vacancy if one exists. If no comparable vacancy exists, except for Article 30.5 (Recall), Article 30 (Layoff and Recall) and Article 31 (Severance and Out-Placement Counseling) shall not apply. An employee who fails to return to work following a leave of absence under this paragraph will be deemed to have abandoned his/her position and will be terminated from employment.
- c. WBNG will maintain records of union leave used and will make those records available to ANA upon request.
- d. Each WBNG representative will function with the least possible interference with or interruption of their regular duties and will advise her or his direct supervisor in

advance of any anticipated union duties. In the event that union duties will interfere substantially with the representative's regular duties, the supervisor has the authority to require that the regular work be done in place of the union duties, and the supervisor will give the WBNG representative reasonable notice of any such decision.

#### 7.6 Meetings

Subject to availability, ANA will provide space without charge and access to the virtual conferencing system with charge for WBNG meetings related to collective bargaining and contract administration, to be held during non-working hours and/or lunch time in accordance with current ANA policy and procedures.

In addition, ANA will provide space without charge and access to the virtual conferencing system with charge for WBNG sponsored training during lunch time or after normal business hours. Without prior written approval of ANA, such training will take place no more than once per month. ANA business will take priority over meetings and trainings under this section. WBNG meetings must be scheduled around ANA meetings and will not be scheduled so as to impose additional operational costs on ANA.

WBNG will be responsible for setting up the meeting room and returning it to the condition it was in prior to the meeting or training. If a meeting or training under this section is held after normal working hours or on a weekend or holiday, WBNG will pay for heat or air conditioning, and any other costs that ANA otherwise would not have incurred and will be responsible for security. WBNG will notify ANA at the time it schedules any meeting or training under this Section. WBNG will be permitted to bring in field staff, subject to operational needs, for each meeting or training via virtual conference technology.

#### 7.7 Orientation to the Union

All WBNG bargaining unit members will be scheduled for a paid, one-half hour orientation appended to the "Working in a Union Environment" presentation at the New Employee Orientation.

#### 7.8 Policies, Procedures and Work Rules

ANA will notify WBNG for informational purposes of any new policies, procedures or work rules a minimum of ten (10) business days before implementation. Upon request of either party, the issue will be discussed by ANA and WBNG within the ten (10) business day period. In any event, however, ANA has the right to implement the policy, procedure, or work rule at the end of the ten (10) business day period. This provision is not intended to waive either party's rights under the law.

All ANA Enterprise-wide policies, SOPs, and the current Collective Bargaining Agreement will be available to all employees via a central electronic location.

7.9 Professional Union Days

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

7.10 WBNG Use of ANA Copy Machines

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

**ARTICLE 8. MANAGEMENT RIGHTS**

All management functions, rights and responsibilities that have not been modified or restricted by a specific provision of this Agreement are retained and vested exclusively in ANA, including but not limited to the exclusive right to manage, operate and administer the business and operations of ANA; to determine the nature, scope and structure of ANA's operations; to hire, fire, discipline, lay off, promote, demote, schedule, evaluate, and transfer employees; to assign, subcontract and out-source work, subject to the provisions of Article 26 (Contracting) of this Agreement; to determine job content; to determine the methods by which work is to be performed; to establish and to eliminate job functions and classifications; to inaugurate, evaluate, and to discontinue programs and services; and to establish, modify, maintain and enforce work rules.

**ARTICLE 9. PERSONNEL RECORDS**

9.1 A personnel file will be maintained for each employee by Human Resources.

9.2 Each employee will have secured access to their personnel file during normal work hours and will be provided with copies of the contents therein upon request. Such access will take place under the supervision of a Human Resources Representative. Copies of written discipline will automatically be placed in the employee's personnel file. The employee will be entitled to respond, in writing, to any item placed in their personnel file, and the response will also be placed in the personnel file. If the item to which the response is submitted is removed, then the response will be removed. The employee will be notified before any addition to their HR file. For this paragraph, the term file may refer to a physical file or electronic file.

## **ARTICLE 10. DIRECT DEPOSIT**

Employees agree that all payments to employees by ANA will be by direct deposit made to the financial institution of the employee's choice unless the employee expressly opts out, as provided for below. The financial institution must be a member of the Federal Reserve System. Employees may opt out with 30 days' written notice. If an employee opts out of direct deposit, future payments will be made by paper check or loaded active debit card until and unless that employee opts in again.

## **ARTICLE 11. STAFF LOUNGE**

ANA will provide an appropriate staff lounge at its headquarters site and ANA conferences, as specified by an ANA policy which falls within the purview of the Joint Labor-Management Committee, as provided for in Article 12.

## **ARTICLE 12. JOINT LABOR-MANAGEMENT COMMITTEE**

- 12.1 ANA and WBNG agree to maintain a Joint Labor-Management Committee (Committee). The Committee will consist of four representatives designated equally by each party. ANA and WBNG agree that it is important that members of the Committee should reflect the interests of the enterprise without personal conflict. Participation on the Committee shall not take precedence over the performance of assigned duties, nor excuse the failure to perform assigned duties or otherwise comply with ANA policies. Meetings of the Committee will be held regularly or on request of either party, on work time. The quorum of the Committee shall be the majority of its members. Decisions of the Committee shall be made by consensus of the members present. Either party, at its own discretion, may table the decision until the next committee meeting.
- 12.2 The Committee shall review and have sole authority to approve or reject proposed amendments to any of the ANA policies which this Agreement expressly places under the Committee's jurisdiction. For the avoidance of doubt, the Committee shall not have any approval authority over ANA policies that are not expressly deferred to it in this Agreement. In addition, the Committee may consider matters raised by either party, including interpretation and application of this Agreement, and interpretation and application of ANA policies. In addition, the Committee may deal directly with or may create subcommittees to deal with labor-management initiatives and workplace issues including, for example, working conditions, training, and health and safety. The Committee will determine the appropriate size of the subcommittees created by it, taking account of workability and manageability. ANA and WBNG will each choose 50 percent of the subcommittee membership. Employees appointed to the subcommittee should meet the qualifications set forth in Article 12.1.

- 12.3 ANA and WBNG agree to maintain a joint labor-management Position Review Committee to make recommendations to ANA. ANA and WBNG will each choose 50 percent of the subcommittee membership. Employees appointed to the subcommittee should meet the qualifications set forth in Article 12.1.
- 12.4 ANA and WBNG agree that issues relating to health and safety, health and safety education programs, and the coordination of the health room may be discussed by the Committee, with any recommendations regarding such topics made to ANA.
- 12.5 The following ANA policies fall within the purview of the Committee:
  - a. Pool Employee Policy (see Article 2, Section 2.8.f)
  - b. Policy on staff lounges (see Article 11)
  - c. Hybrid Work Policy (see Article 21, Section 21.3)
  - d. Policy on travel and business expenses (see Article 37)
  - e. Policy on 401(k) Plan (see Article 40, Section 40.2)

### **ARTICLE 13. CROSS-UTILIZATION**

- 13.1 Cross-utilization is encouraged to manage the Enterprise's business effectively.
- 13.2 Before an employee is assigned to assist with another department's workload, an interdepartmental agreement must be reached between the employee's supervisor or manager, and the manager of the department to which the employee is to be assigned. Such interdepartmental agreement will clearly define timelines and project quality control expectations with the employee before beginning the work on behalf of the other department. ANA will track regular cross-utilization and report to WBNG annually. For clarity, regular cross-utilization excludes one-time requests.
- 13.3 Orientation/training related to the new assignments will be provided prior to starting the task.
- 13.4 Any concerns the employee has that arise from an impact on achieving consistency of performance in reaching the employee's regular department goals will be clarified with the supervisor/manager and will be recognized in the employee's performance evaluation. Regarding work requirements and priorities, ANA will develop and deploy a protocol to ensure communication and coordination between managers cross-managing an employee.
- 13.5 Deadline extensions necessitated by cross-utilization assignments will be approved as appropriate by supervisor or manager. If cross-utilization becomes a regular part of an employee's job, the position description for that employee shall be changed to reflect the additional utilization.

#### **ARTICLE 14. INAPPROPRIATE ASSIGNMENT OF TASKS**

The assignment of personal tasks to employees is prohibited. "Personal tasks" are tasks that are unrelated to the work of ANA Enterprise. Personal tasks do not include assistance with planning or obtaining meals for ANA work meetings, providing non-food hospitality for ANA work meetings, or tasks related to maintaining the ANA work environment.

#### **ARTICLE 15. WORKPLACE SEARCHES AND SURVEILLANCE**

15.1 It is understood that ANA owns its computer, telephone, and other systems, office furnishings and property, and that ANA has legitimate reasons for wishing to assure the protection, proper use, and security of its property. Although employees are permitted to use those systems and property for legitimate work and other purposes as required by law or allowed by this agreement, employees have no reasonable expectation of privacy in the content of communications on ANA's systems or in ANA's property. Without otherwise limiting its rights in its property, ANA agrees that it will not conduct random unannounced searches and instead will limit monitoring/searches to those situations in which a legitimate reason exists to conduct such monitoring/search. Consequently, ANA reserves the right to monitor or search computer files, files, desks, lockers, or other office equipment, for those reasons described in Section 15.2 below. ANA's decision not to conduct monitoring or a search shall not be construed as a waiver of ANA's right to do so or constitute precedent for purposes of the administration of the Agreement.

It is understood that employees who plan to be out of the office one or more working days will leave an appropriate message on their voice mail that informs the caller of the employee's absence and directs the caller. In addition, an employee who is out of the office for work-related reasons will check their voice mail regularly for work-related messages.

15.2 ANA may monitor and/or search computer files, files, desks, lockers, office equipment, voice mail, electronic mail or other networking communications, when:

- a. An employee is reasonably suspected of theft, misconduct, or violation of ANA policies or procedures;
- b. The monitoring and/or search is incident to resolving a technical problem or to assess technical resources;
- c. An employee has been disciplined for, or is reasonably suspected of, abuse of the system or equipment which is the subject of the monitoring and/or search;
- d. The monitoring and/or search is undertaken with the object of evaluating performance or preventing and/or investigating theft by internal and/or external parties;
- e. The monitoring and/or search is undertaken in cooperation with law enforcement officials engaged in an investigation;

- f. ANA has a reasonable suspicion that ANA security has been violated;
  - g. ANA has a need to retrieve or ascertain information; and/or
  - h. ANA is monitoring employee compliance with Section 15.4 of this Article.
- 15.3 All searches conducted pursuant to Section 15.2 will be handled reasonably and without undue embarrassment. Searches will be conducted as confidentially as reasonably possible under the circumstances presented. At least one WBNG representative and one ANA representative may be present during any search conducted as part of an investigation into possible misconduct on the part of an employee. ANA will inform the employee(s) in question, prior to initiating a search unless, in ANA's reasonable judgment, to do so would compromise the investigation.
- 15.4 Employees may make a reasonable number of local calls of reasonable length. It is understood that the employee's supervisor may restrict the length and frequency of calls so they do not interfere with the performance of the employee's duties.
- 15.5 Employee responsibilities and management rights under this section will be communicated annually to current employees and through new employee onboarding.

## **ARTICLE 16. HEALTH AND SAFETY**

### **16.1 General Work Environment**

- a. ANA and WBNG agree that a safe, healthful, and smoke free workplace is in the interest of all workers. Toward that end, ANA and all employees will take reasonable steps to have a safe and healthful workplace free from recognized hazards.
- b. Employees will promptly report to ANA any hazard or potential hazard.
- c. ANA will comply with all applicable local, state and federal health and safety laws and regulations. Any claim that ANA has violated this provision will be subject to steps one to three of the grievance procedure set forth in Article 29 (Grievance Procedure) and will be subject to arbitration.
- d. Where specific laws or standards do not exist, ANA will take reasonable steps to ensure appropriate working conditions and to provide for appropriate standards of workplace sanitation, ventilation, cleanliness, light, noise control, heating, air conditioning and air flow. In the event of acute public health or safety threat, ANA will follow minimum recommended safety requirements of appropriate public health and safety organizations such as federal, state, and local health authorities, CDC, or WHO. ANA will not be limited to these safety measures and may choose to take additional steps necessary to ensure a safe and healthy work environment.
- e. Remedies to health, safety, or environmental problems will not be arbitrarily limited to one group of employees.



- f. ANA will make reasonable arrangements for employees who provide medical documentation of sensitivity to fresh paint and new carpet odors.
- g. Grade and seniority within the department may be considered in assigning bargaining unit work locations.

#### 16.2 Air and Water Quality

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

#### 16.3 Security

- a. In an effort to provide a secure workplace, ANA will maintain a controlled access environment in its headquarters office. It will provide all employees and temporary workers who will be on the premises of the headquarters office for more than one (1) week with photo identification and key card access. Temporary workers who will be on the premises of the headquarters office for less than one (1) week will be provided with a visitor's badge.
- b. All employees and temporary workers are required to wear or carry their identification with them at all times while on ANA premises.
- c. Photo identification, key cards and other ANA property must be turned in upon completion of employment/assignments. Failure of employees or temporary workers to return ANA property may result in:
  - 1. Withholding of the cost of such property from the employee's or worker's pay; and
  - 2. Notification to third parties, including appropriate authorities.
- d. WBNG and all employees are encouraged to report to ANA and building management, as appropriate, any potential security threats. ANA will continue to inform WBNG and employees of any known security threats and will work with building management to address any threats in the building or downtown Silver Spring.

#### 16.4 Ergonomics

ANA will evaluate workstations and other assigned work areas for ergonomic fitness before purchase and when assigned to employees. ANA will attempt to reasonably adapt the workstation or work area to employees' needs by providing appropriate equipment and accessories, including telephone headsets as appropriate.

## 16.5 Health Room

- a. ANA will maintain a health room open during normal business hours and accessible to all employees. Employees may use the health room to recuperate in the event of illness or injury, for breastfeeding, medication administration, stress relief, or other health needs. Except for medical needs, the health room shall not be used as a sleeping room.
- b. The health room will be cleaned as often as required by public health authorities.
- c. ANA will provide a first aid kit in the health room. Any employee may contact Business Services to report a need to replenish supplies. Business services shall check the AEDs at least once a month to maintain their functionality.

ANA will provide and maintain a separate telehealth room or other designated room that supports HIPAA-compliant telehealth use.

- d. ANA will provide flu shots at ANA headquarters on an annual basis at no cost to employees. Employees will be required to sign consent and release form(s). Employees who are unable to participate in ANA's flu clinic shall, upon presentation of a dated original receipt, be reimbursed for the cost of a flu shot up to a maximum of thirty dollars per shot.
- e. If an employee becomes ill and needs to go to the health room, home or to a health care facility, the employee will notify his/her supervisor or other manager in advance.

## 16.6 Health and Safety Education Materials

Health prevention and promotion materials, along with information provided by ANA and/or WBNG regarding health-related activities (e.g., blood drives, sponsorship in fitness walks/runs) will be made available by posting to the ANA intranet or other similar means.

## 16.7 Timelines

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

# **ARTICLE 17. OUTSIDE ACTIVITIES AND EMPLOYMENT**

- 17.1 An employee may participate in activities and perform services outside the scope of their employment, provided that such participation does not present a conflict of interest as defined by the ANA Code of Ethics and Corporate Compliance Policy or a conflict with scheduled ANA activities. ANA will make every effort to give reasonable notice for any hours required to be worked beyond normal working hours. Any outside activities or employment, including preparation for outside activities or employment, will be done on

the employee's own time. ANA and WBNG may agree to undertake a voluntary community service project on work time, in which case, ANA and WBNG will negotiate the details.

- 17.2 In the event the supervisor determines that the outside employment or work (including volunteer work) constitutes a conflict of interest, as defined by ANA policy, or may be contrary to law, they will inform the employee and the employee will decline or cease to engage in such employment or outside work. If the employee believes that a conflict of interest does not exist, the employee will seek the input of the Chief General Counsel, whose determination shall be final. The Chief General Counsel's determination is not subject to the grievance or arbitration provisions of this Agreement.
- 17.3 If an employee accepts outside employment or other outside engagement, the employee must make clear that they are not representing ANA.
- 17.4 No work time or other ANA resources may be used in preparing for, traveling to, or participating in any outside work or engagement. Such ANA resources include and are not limited to travel expenses, use of ANA equipment, and staff time (including the assistance of administrative assistants, staff assistants, interns, or other staff resources devoted to making travel arrangements or preparing materials).
- 17.5 Any honorarium or payment received by an employee for an outside engagement may be retained by the employee, so long as the employee has complied with this Article.

#### **ARTICLE 18. RESIGNATION AND RETIREMENT**

- 18.1 An employee will notify Human Resources and the employee's immediate supervisor in writing, with as much advance notice as possible, of their intention to resign or retire and of the effective date. The employee will give a minimum of two (2) weeks' notice for resignation and a minimum of one (1) month's notice for retirement unless an urgent situation exists.
- 18.2 The notice can be waived by the Chief Executive Officer or their designee, should an urgent situation exist. The waiver will not be withheld unreasonably. The CEO or their designee will, in their sole discretion, determine whether a situation is sufficiently urgent and will not unreasonably withhold the waiver. Failure to waive notice shall not be subject to arbitration.
- 18.3 ANA, at its option, may reduce or eliminate the notice period during which the employee is required to work and instead pay the employee their regular salary for the period by which the notice is reduced.
- 18.4 Preapproved vacation may be used during the notice weeks of employment if the employee makes up the days taken for vacation with extended notice.

- 18.5 An employee who does not provide the minimum notice specified in this article forfeits his/her payout for accrued vacation in an amount equivalent to the period by which the notice was reduced and may not be eligible for rehire.

#### **ARTICLE 19. ORIENTATION TO ANA**

ANA will provide, within the probationary period, orientation for all new employees to familiarize them with the mission, goals and operations of ANA and the duties, goals, and responsibilities of their jobs, the work of their departments and the relationship of their job and department to the mission and goals of ANA. Orientation, generally, will be given within the first forty-five (45) days and will include familiarizing the employee on the equipment and software that they are assigned to use. In addition, there will be an orientation to the assigned departments.

Within two (2) weeks of hire, ANA will provide temporary or contract workers who are reasonably expected to work more than 2 (two) weeks an orientation to include the ANA Enterprise's mission, vision, values, and other relevant and applicable policies and procedures, as well as the temporary or contract position's duties.

#### **ARTICLE 20. PROBATIONARY PERIOD**

- 20.1 Each newly hired exempt or non-exempt employee will serve a probationary period of seventy (70) business days, which excludes holidays and scheduled or unscheduled leave. The probationary period may be extended by agreement between ANA and WBNG. Unless WBNG agrees otherwise, the probationary period will only be extended if written evaluations are done in a timely manner, and the employee requires additional time to demonstrate their ability to perform their job functions fully.
- 20.2 Early in the probationary period, each probationary employee and their supervisor will discuss and agree in writing upon evaluation criteria for the employee for the probationary period in accordance with current ANA procedure. These goals will be used, along with other written evaluation criteria, in evaluating the probationary employee's performance. Each probationary employee will be given a written evaluation of performance at approximately thirty (30) business day intervals following the employee's starting date. The evaluation should emphasize the need for ongoing communication between the supervisor and employee as part of the process to help ensure the successful completion of the probationary period. If a probationary employee does not receive an evaluation within the time periods specified in this Section, the employee may file a grievance to compel an evaluation.
- 20.3 Except as set forth in Article 20.2, above, probationary employees may not utilize the grievance and arbitration procedures set forth in this Agreement and may be disciplined, up to and including discharge, at the sole discretion of ANA. Written discipline generally

will be given in a meeting with the employee, an ANA representative, and a WBNG representative, if requested by the probationary employee.

- 20.4 Upon successful completion of the probationary period, the employee will be credited with seniority from the employee's original date of hire.
- 20.5 Employees moving into a vacancy will serve a probationary period per Article 24 (Vacancies and Position Changes), Section 24.13.
- 20.6 Former ANA employees who are hired into a different bargaining unit position are considered to be new employees for the purposes of this Article.

## **ARTICLE 21. WORK SCHEDULES**

21.1 ANA has the right to determine ANA's hours of operation and to establish the "basic work schedule" of eight (8) work hours daily. Except as provided below, all employees will be scheduled to work the basic work schedule of eight (8) hours daily, which includes 45 minutes for unpaid lunch. Any other schedule will be considered an "alternative work schedule" ("AWS"). ANA's work week is defined as Saturday through Friday. ANA will notify WBNG of any change in the basic work schedule.

### 21.2 Alternate Work Schedules

ANA and WBNG realize to accomplish the mission and ensure high performance, a cooperative, collaborative work environment and employee satisfaction are highly important. To that end, ANA and WBNG recognize that, in some circumstances, alternative work schedules ("AWS") may serve the interests of both ANA and employees. However, WBNG recognizes that working an AWS is a privilege, not a right, entitlement, or company-wide benefit, and that employees who seek permission to work an AWS must meet ANA's qualifications. Authorization to work an AWS in no way changes the terms and conditions of employment at ANA.

- a. An employee may request an AWS if s/he meets the following AWS eligibility criteria:
  - 1. Is a full-time employee or works at least 30 hours per week;
  - 2. Is performing at a Proficient or better level;
  - 3. Is not in a probationary period;
  - 4. Has not been placed on a performance improvement plan within the five (5) months preceding the request;
  - 5. Has not been disciplined within the five (5) months preceding the request.
- b. ANA retains the exclusive right, in its sole discretion, to deny, change, or rescind AWS privileges based on operational considerations. Notice of a change to an AWS

will be given by ANA to the employee at least 24 hours in advance. Where the employee can demonstrate a need for additional time, ANA will grant the employee up to 3 working days.

- c. Employees seeking to work an alternative work schedule must submit a written request on the form provided by Human Resources, which will make a determination within fifteen (15) working days. If ANA does not respond within fifteen (15) working days, the employee may file a grievance to compel a response. If the request is denied, the employee can propose additional alternative work schedules.
- d. It is ANA's intention to allow an employee who currently works an alternative schedule to continue to work that schedule as long as s/he meets and continues to meet the AWS eligibility criteria set forth in Article 21.2a above.
- e. ANA will have the sole and exclusive discretion to grant or deny an AWS request.
- f. When operational needs warrant, ANA can require an employee to work an alternative work schedule. ANA will notify the employee of the need to work an AWS at least 3 days in advance, if possible. If an employee is unable to work the proposed AWS, employee may propose alternatives to meet the operational need, which ANA may or may not agree upon, in ANA's sole discretion.
- g. AWS requests are decided on an individual basis. Employees transferring jobs/departments are not guaranteed an AWS in their new position.
- h. Employees working an AWS may terminate the AWS at their option and return to a standard work schedule.
- i. ANA will consider employee requests for a temporary alternative work schedule.

### 21.3 Hybrid Work Environment

ANA believes that a hybrid work environment (i.e., combination of in-office and telework) offers flexibility and support to employees. A hybrid work environment prioritizes employee safety and balances the desire for flexibility with productivity and the operational needs of the organization.

We believe that in ANA's hybrid work environment, employees will enjoy a better work-life balance and be more engaged as a result, while ANA will benefit by building a more productive, healthy, and stable workforce.

Three work arrangement options shall be available: (1) In-Office, (2) Hybrid, and (3) Remote, and these work arrangement options shall be governed by the current detailed ANA policy ("Hybrid Work Policy"), which falls within the purview of the Joint Labor-Management Committee, as provided for in Article 12.

21.4 Meal and Other Breaks

For non-exempt employees, all shifts will allow one fifteen (15) minute break and an unpaid lunch period of forty-five (45) minutes. The 15-minute break is exclusive of reasonable personal, coffee/water, or bathroom breaks. At the employee's option, the break may be taken immediately before or immediately after the lunch period, so that the employee has, in effect, a one (1) hour lunch period. The break may not be taken at the very beginning or the very end of the workday.

**ARTICLE 22. TIMEKEEPING**

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

**ARTICLE 23. SENIORITY**

- 23.1 Seniority will be computed in daily increments, from the most recent date of employment with ANA, and, except as provided in Section 23.3, below, represents the employee's length of continuous service within the bargaining unit.
- 23.2 Seniority will accrue during periods of paid vacation and sick leave, and other leaves with pay as defined in Article 32. Seniority will not accrue during periods of layoff. However, for those employees who were employed prior to 1992, seniority will be calculated based on the original date of hire, regardless of breaks of service, for the period to January 1, 1992.
- 23.3 Seniority accrual will cease, and all accrued seniority will be forfeited when:
- a. An employee resigns from ANA;
  - b. An employee is discharged for just cause;
  - c. An employee on layoff fails to respond to a recall notice within the time periods or in the manner specified in Article 33 (Layoff and Recall);
  - d. The recall rights of an employee on layoff expire;
  - e. An employee is absent from work for three (3) consecutive workdays without notifying ANA, unless the employee has a valid reason justifying the failure to notify ANA;
  - f. An employee who is discharged and then reinstated by an arbitrator fails to report to work within five (5) workdays after the employee's receipt of a notice of reinstatement or within fifteen (15) workdays after ANA sends a notice of

reinstatement to the last address furnished to ANA by the employee, whichever is sooner; or

- g. An employee fails, without authorization or justifiable reason, to return on the next workday following disciplinary suspension or administrative leave pending the outcome of any investigation.
- 23.4 An employee whose seniority has been forfeited will be credited for purposes of vacation accrual rate with the seniority they had prior to forfeiture and will be re-credited with up to ten (10) days of forfeited accrued sick leave when:
- a. The employee is re-employed by ANA within twelve (12) months after forfeiture of seniority; or
  - b. The employee is re-employed after resigning from ANA to accept employment with a C/SNA or Multi-State Division without any break in employment.
- 23.5 An employee who returns to or becomes a part of the bargaining unit from a non-bargaining unit position without any break in ANA employment will be credited for all purposes with the seniority the employee had prior to leaving and/or joining the bargaining unit. In addition, the employee will be given seniority credit for all purposes for the time worked in the non-bargaining unit position and will retain any accrued leave.
- 23.6 An employee with no prior ANA employment who is hired by ANA directly from a C/SNA or Multi-State Division (MSD) will be credited for purposes of vacation accrual rate with the number of years of continuous service with the C/SNA or MSD.
- 23.7 Part-time employees will receive seniority pro-rata.
- 23.8 An employee who has forfeited seniority will not be re-credited with that seniority for competitive purposes or for any other purpose, other than vacation accrual rate in accordance with Sections 23.4 and 23.6, above.

#### **ARTICLE 24. VACANCIES AND POSITION CHANGES**

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

- 24.1 The term ‘vacancy’ includes an opening in an existing bargaining unit position under this Agreement or an opening resulting from the creation of a new bargaining unit position under this Agreement. “Job” means a position within the bargaining unit covered by this Agreement.



- 24.2 ANA will notify WBNG of its intent to fill, leave vacant, abolish, or reclassify a vacant bargaining unit position. Upon WBNG's request, ANA will meet with WBNG within five (5) business days of the request.
- 24.3 ANA will post via the ANA intranet a notice of each bargaining unit vacancy it decides to fill. Such notice will remain posted for a period of eight (8) working days. Applications for the posted position will be made online and will be accepted as long as the position remains open. Other recruitment activities, including outside advertising, may occur concurrently with the five (5) day posting.
- 24.4 All new positions created will be sent to WBNG at least five (5) days prior to posting. If WBNG disagrees with the salary grade proposed for the position, WBNG may refer the matter to the Position Review Committee for discussion.
- 24.5 Job postings will specify the minimum qualifications for the job (e.g., experience, education, certification, and skills).
- 24.6 Internal Candidates
- a. Qualified internal candidates who apply within eight (8) working days of the initial posting date shall be granted an interview.
  - b. Only the ANA Human Resources Department (HR) shall be responsible for notifying all internal candidates of their selection or non-selection for ANA positions and whether an internal or external candidate was selected.
  - c. An internal candidate who has not been selected may request a meeting with HR for information as to why the candidate was not selected and/or to receive counseling on areas needing further development and growth. HR shall inform the internal candidate of this option.
  - d. Any employee shall have the opportunity to meet with HR to discuss training and development opportunities available to the employee.
- 24.7 Employees will remain in a position for six (6) months before transferring to a new position. This provision may be waived by ANA at its discretion.
- 24.8 In filling vacancies, ANA will give due weight to the applicants' general experience, related job experience, past performance at ANA, if any, ANA training, education, skills, accomplishments, length of service with ANA, if any, and other relevant factors. ANA recognizes the desirability, where appropriate, of promoting or transferring from within ANA staff.
- a. Where the qualifications of an internal and an external candidate are substantially equal, the internal candidate will be awarded the position.
  - b. Where the qualifications of two or more bargaining unit employees are substantially equal, the employee with the greatest seniority will be awarded the position.

- c. Where the qualifications of a bargaining unit employee and a non-bargaining unit employee are substantially equal, the employee with the greatest length of service at ANA will be awarded the position.
  - d. If an internal candidate is not chosen, the internal candidate may request a meeting with HR to receive feedback on the rationale for the decision.
- 24.9 The fact that an employee has received cross-training for a particular job does not imply or ensure that the employee is qualified for that job or would receive the job should there be a vacancy that ANA chooses to fill, but the successful completion of training shall be considered as a factor in filling a vacancy. Where, in ANA's judgment, all factors are substantially equal, ANA will select internal applicants over applicants from outside the organization.
- 24.10 Once a position is awarded, except in extraordinary circumstances, the employee will be moved to that position within two weeks. If ANA does not move the employee within the two (2) week period, the employee will be paid at the pay rate of the new position, if higher than their current pay rate, beginning at the conclusion of the two (2) week period.
- 24.11 If an employee is involuntarily transferred to a lower-grade position, the employee will retain the pay rate for the position previously held. The employee's pay rate will be maintained until the maximum pay rate for the new position exceeds the employee's current pay rate. This subsection does not apply to disciplinary demotions.
- 24.12 An employee who is involuntarily transferred to another position may bid on any posted vacancy for which s/he is qualified.
- 24.13 Employees will serve a probationary period of seventy (70) business days when they move into a vacancy under this Article. If, during that period, the employee, in the opinion of ANA, fails to perform satisfactorily the duties of the new position, the employee will be removed from that position and will:
- a. Be permitted to return to their prior position, if that position is vacant;
  - b. Be permitted to apply for any posted position for which they are qualified or permitted to move to a posted or vacant position for which they are qualified by agreement between ANA and WBNG;
  - c. If their prior position has been filled, be returned to that position so long as there is a comparable position available for the incumbent and provided the incumbent is qualified for the comparable position; or
  - d. Unless ANA and WBNG agree on a mutually agreeable alternative, be laid off. These options shall be implemented sequentially.
- 24.14 ANA will consider any request by an employee within the first month of the probationary period to return to the position from which they were promoted or transferred. In the event

ANA agrees to the return, the employee will receive the salary that they would have received had the employee not been promoted or transferred.

24.15 Recruitment and Retention

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

24.16 Releveled Positions

When a job has changed as a result of a different class of duties and is releveled to a higher pay grade, the incumbent may be promoted without need to post the newly leveled position, even if the job description is modified to reflect not only the different and/or additional duties but also a different title. If there are multiple incumbents in a position and only one person's position is affected by a releveled due to different and/or additional duties, the other incumbents do not receive a promotion. However, if multiple incumbents in a position all experience different and/or additional duties that call for releveled at a higher grade, all incumbents may be promoted without need to post the newly leveled positions. The Human Resources Department will inform WBNG of the changes that will be made prior to implementation, and WBNG may refer any unresolved issues to the Position Review Committee.

24.17 Temporary Assignments

- a. If a full-time bargaining unit employee is temporarily assigned for more than one (1) week to a higher-grade vacant bargaining unit position or to a higher-grade bargaining unit position of another employee who is on extended leave, the employee will be paid at the rate of the temporary position. If the assignment is to a lower-grade position, the employee will be paid at their current rate.
- b. If a full-time bargaining unit employee is temporarily assigned for more than one (1) week to a vacant non-bargaining unit position or to a position of a non-bargaining unit staff member who is on extended leave, the employee will be paid at the rate of the temporary position. If the assignment is to a lower-grade position, the employee will be paid at their current rate.

**ARTICLE 25. JOB SHARE**

- 25.1 ANA will consider any requests by employees for job sharing. Job sharing will be defined as two (2) or more employees sharing the responsibilities of one (1) full-time position.
- 25.2 ANA may in its sole discretion determine to approve job share requests. ANA will consider operational needs and impact when evaluating job share requests. Job sharing

arrangements will be in writing and the terms will be negotiated with WBNG to the extent different from the provisions of this Article.

- 25.3 Employees who job share and work at least half of the normal workweek (36.25 hours) will receive the following benefits on a pro rata basis, as if they were working twenty (20) hours per week:
- a. Seniority (vacation);
  - b. Pension benefits to the extent allowed by the Plan Documents governing ANA's pension plans; and
  - c. Insurance benefits to the extent inclusion of the employees in the benefit plans will not result in additional cost to ANA.
- 25.4 All other benefits will be provided in accordance with the provisions of this Agreement governing such benefits.

## **ARTICLE 26. CONTRACTING**

- 26.1 In the event ANA is considering contracting out bargaining unit work, managers will first consider and discuss with department staff, assigning the work to current staff. Factors to be considered include whether there are workload considerations that preclude assigning the work to current staff or whether an employee's current workload may be temporarily adjusted or reprioritized to accommodate the assignment.
- 26.2 ANA and WBNG agree that layoffs are to be avoided if at all possible and only to be used as a last resort. Layoffs under this article will be considered only because of financial or operational necessity. Before making any final subcontracting decision that will result in a layoff of an employee, ANA will discuss the matter with WBNG and will afford WBNG the opportunity to suggest any alternative action. ANA will give consideration to any such suggestions before making a final decision.
- If out of financial or operational necessity, ANA makes a final decision to permanently subcontract or outsource specific work pursuant to this provision, ANA shall not be subject to the requirements and limitations set out in Article 2 for that work.
- 26.3 As provided in Article 34 (Compensation) of this Agreement, ANA retains the right to require non-exempt employees to work overtime. In addition, in the event ANA is considering contracting to meet a temporary increase in workload or deadlines that cannot be accommodated by other employees as part of their workload, ANA will first consider requests by any non-exempt employee interested in performing and qualified to perform the work as overtime. ANA retains the discretion to determine whether the overtime request will be granted. Subcontractors shall not be used to deny overtime to non-exempt employees.

- 26.4 Before contracting any work of two (2) weeks or more, ANA will offer that work to employees on layoff who are qualified to perform the work.
- 26.5 Except as limited by this Article, ANA retains the right to contract work, outsource, and/or procure outsiders to render services (collectively “contract”) when, in ANA’s business judgment, such contracting is in ANA’s best interest.
- 26.6 Any disputes regarding the enforcement of this Agreement will be settled in accordance with the provisions of the negotiated grievance and arbitration procedures.

### **ARTICLE 27. PERFORMANCE EVALUATION**

- 27.1 It is the intent of ANA and WBNG to have an ongoing employee performance evaluation process to include cross-utilization provided in Article 13.
- 27.2 Probationary employees will receive evaluations as provided in Article 20 (Probationary Period).
- 27.3 All employees who have completed their probationary period will receive a written evaluation at least once a year. In cases where the employee reports to more than one manager during the performance period, all managers to whom the employee reported will participate in the employee’s evaluation. As part of the yearly evaluation process, each employee and their supervisor will discuss and agree upon goals for the employee for the following year in accordance with current ANA procedure. These goals will be used, along with other evaluation criteria, in evaluating the employee’s performance.
- 27.4 Evaluation criteria will be set forth in a written form that has been discussed in the Labor-Management Committee. Through the Labor-Management Committee, WBNG will have input into the content of the evaluation form, but the final decision as to its content will rest with ANA and will not be subject to the grievance and arbitration procedure. Written evaluations will be discussed with each employee and each employee will receive a copy of the evaluation. The employee will have an opportunity to discuss the evaluation with their supervisor(s). In the event that the employee does not agree, in whole or in part, with the performance evaluation, the employee may request a meeting with Human Resources and the employee’s supervisor(s). At the request of the employee, a WBNG representative may be present at such meeting. The employee will have the opportunity to make a written response and will sign the evaluation to acknowledge that they have read it. Both the evaluation and response will become part of the employee’s record.
- 27.5 Evaluations will not be subject to the grievance and arbitration procedure. Unsatisfactory areas of an employee’s evaluation shall be discussed by the supervisor and employee, and the supervisor may develop an improvement plan in consultation with the employee, and, as appropriate, develop training strategies. The improvement plan shall specify timelines, feedback, and re-evaluation. If ANA imposes discipline upon the employee based on

conduct or performance described in the evaluation, such discipline will be subject to the grievance and arbitration procedure.

- 27.6 Training in performance development and evaluation will be made available by the Human Resources Department to include goal setting, how to write objectives, performance measurement, and performance management.
- 27.7 Upon written request to Human Resources by an employee or manager, a Human Resources representative will be present during the evaluation review process.

### **ARTICLE 28. DISCIPLINE**

- 28.1 ANA has the right to discharge, suspend, or otherwise discipline any employee for just cause. Just cause shall include the failure to perform at the level of competency and application needed to do a good job in the position held.
- 28.2 All formal disciplinary action shall be in writing. A copy of all discipline shall be provided to WBNG and Human Resources.
- 28.3 No discipline shall be administered to a bargaining unit employee unless the bargaining unit employee has been offered the opportunity to have a WBNG representative present.
- 28.4 Generally, counseling between supervisors and employees will occur before written discipline and will include verbal and written communication. Informal counseling sessions shall include discussion related to how the employee can improve their conduct and performance which shall be memorialized in written communicated terms with defined expectations and outcomes. Discipline will be progressive and corrective rather than punitive. Counseling sessions shall include discussion related to how the employee can improve their conduct and performance. Disciplinary sessions may include formulation of an improvement plan. Where appropriate in management's discretion, training will be offered or required. The parties recognize that there is misconduct or a failure of acceptable performance that is sufficiently serious to warrant immediate discharge without prior warning or progressive discipline.
- 28.5 Discipline shall be administered as soon as practicable after discovery of the incident or situation for which the employee is being disciplined.
- 28.6 Written discipline generally will be given in a meeting with the employee, up to two (2) ANA representatives, and one WBNG representative, if requested by the employee.
- 28.7 All notices of discipline imposed on an employee will be included in the employee's personnel file, but, upon the request of the employee, written reprimands will be removed from the file twelve (12) months after the date of the discipline and more severe discipline will be removed after eighteen (18) months after the date of the discipline, so long as no further disciplinary action has been taken against the employee during that time period.

Upon request of the employee, Human Resources will confirm that discipline has been removed.

## **ARTICLE 29. GRIEVANCE PROCEDURE**

### **29.1 Grievance Defined**

- a. A 'grievance' is an allegation by ANA, WBNG or one or more employees that there has been a violation of a provision of this Agreement, or that ANA has arbitrarily or capriciously failed to comply with its own work rules or policies.
- b. All grievances shall identify the specific issues being grieved, and, when applicable, the Article or Articles of this Agreement involved and set forth in detail the specific nature of the alleged violation and the remedy requested. No grievance shall be denied merely because WBNG, through typographical error, failed to state the correct Article or Articles of this Agreement involved.

For purposes of this Article, when ANA is the grievant, 'ANA' will be deemed to be substituted for the 'employee' or 'WBNG', and 'the Unit Chair of WBNG' or 'WBNG' will be substituted for 'supervisor', 'manager', 'ANA representative', 'Human Resources Officer', and 'Executive Director' as appropriate.

### **29.2 Policy**

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

### **29.3 Procedure**

- a. Any grievance must be filed by an employee or the union in writing with HR within fifteen (15) business days after the date the employee knew or reasonably should have known of the fact(s) or event(s) upon which the grievance is based. The grievance will state the nature of the grievance, identify the Article(s) of the Agreement alleged to have been violated or the rule or policy allegedly not complied with and will specify the remedy requested. Failure to file the grievance within the time specified shall mean that the grievance is denied, and it shall not be subject to further processing.
- b. WBNG group (institutional) grievances shall be filed with the ANA Human Resources Department.

- c. All grievance-related paperwork, filings, et cetera must be submitted to the ANA Human Resources Department.
- d. ANA will provide WBNG in a timely fashion all legitimate information requests and will notify WBNG of any unusual delays in doing so.
- e. Information requests shall come from or through one designated WBNG representative for all grievances.
- f. ANA and WBNG agree to a three (3) step grievance procedure where the third step includes the appeal of certain grievances to the ANA CEO or their designee, provided that the designee is a Chief Executive who had no prior involvement in the matter. Grievances appealable to the ANA CEO include suspensions, terminations, institutional grievances affecting more than one (1) bargaining unit member, grievances related to employees working out of salary grade or employees who failed to receive promotions to which they believed they were entitled. Grievances other than those listed above may also be appealable to the CEO or their designee upon mutual agreement between ANA and WBNG or as outlined in policies reviewed and approved by WBNG.
- g. All resolutions to grievances will be agreed to by ANA and WBNG.
- h. WBNG will provide ANA with a list of twelve (12) grievance representatives (stewards).
- i. Step 1  
Within eleven (11) business days following the filing of the grievance, the employee, and up to two (2) WBNG representatives if the employee chooses, will meet with the employee's immediate supervisor or most appropriate manager as determined by the issue and the ANA Human Resources Department, and if ANA chooses, an additional ANA representative other than the Human Resources Director, for the purpose of attempting to resolve the grievance. The supervisor or most appropriate manager as determined by the issue and the ANA Human Resources Department will provide the employee, steward and WBNG with a written response to the grievance within eleven (11) business days of the Step 1 meeting.
- j. Step 2  
If the grievance is not resolved at Step 1, WBNG or the employee may submit the grievance to Step 2 by sending written notice to the Director of Human Resources within eleven (11) business days of the Step 1 response. Within eleven (11) business days after receipt of the notice, the Human Resources Officer, and, if ANA chooses, an additional ANA representative will meet with the employee and up to two (2) WBNG representatives in an attempt to resolve the grievance. Within eleven (11) business days of that meeting, the Human Resources Officer will provide the employee, steward and WBNG with a written response.



k. Step 3

If the grievance is not resolved at Step 2, and Article 29.3.f applies, WBNG may submit the grievance to Step 3 by sending written notice to HR within eleven (11) business days of the Step 2 response. Within twenty-five (25) business days after receipt of the notice by HR, the CEO or his/her designee, provided that the designee is a Chief Executive who has not been involved in the previous steps and, if the CEO chooses, another ANA representative, will meet with the employee and up to two (2) WBNG representatives in an attempt to resolve the grievance. Within eleven (11) business days of that meeting, the executive will provide the employee, steward and WBNG with a written response.

1. Arbitration

1. If the grievance is not resolved at Step 2 or Step 3 as explained above, WBNG will have the right to submit the grievance to arbitration. Notice of intent to arbitrate will be given by the party seeking arbitration within twenty-five (25) business days following the denial of the grievance at Step 2 or Step 3.
2. ANA and WBNG will build a list of mutually agreeable arbitrators from the Washington, D.C. area from which to choose. If, however, the list has not been compiled or no arbitrator is agreeable to both parties, the parties will request a list of D.C. area arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. From this list, the arbitrator will be selected through and in accordance with the procedures of the selected arbitration service. The cost of obtaining the panel will be shared equally by ANA and WBNG.
3. The arbitration will be conducted in accordance with the rules of the selected arbitration service.
4. All fees and expenses of the arbitrator will be shared equally between ANA and WBNG.
5. The decision of the arbitrator will be final and binding on ANA, the grievant(s), and WBNG.
6. The Arbitrator will not have the power to add to, subtract from, or change any terms or provisions of the Agreement.
7. ANA and WBNG agree to an expedited arbitration procedure to which the following rules will apply:
  - a) The case will be heard within fifty (50) business days of the notice to the arbitrator or as soon the arbitrator and the parties can meet.

- b) There generally will be no transcript of the proceedings. If the parties agree to have a transcript, the costs will be shared equally. If only one party wants a transcript, the cost will be borne by that party.
  - c) Generally, no post-hearing briefs will be filed. However, in a case which either WBNG or ANA considers to be particularly significant or precedent-setting, WBNG and/or ANA may file a letter/brief within fifteen (15) business days of the close of the hearing.
  - d) The arbitrator will issue a decision within eleven (11) business days following the date of the hearing or the filing of briefs, if any. Such decision will include a brief opinion setting forth the factual and/or legal basis for the decision.
8. Once a grievance has been filed for arbitration, all meetings with ANA and the grievant will include the grievant's WBNG representative.
- m. If a grievance is not appealed to the next higher step in the manner and within the time limit specified herein, the grievance will be considered resolved at the previous step and the grievant and WBNG will forfeit any rights to further grievance meetings or arbitration.
  - n. If ANA or, where appropriate, WBNG, fails to respond to a grievance in the manner and within the time limits specified herein, the grievance may be pursued to the next step, as if the grievance had been denied on the last day of the applicable response period.
- 29.4 Any time limit set forth in this Article may be extended by mutual agreement of ANA and WBNG.
- 29.5 Grievance and arbitration hearings will be handled during regular work hours with no loss of pay to the WBNG representatives and grievant. WBNG is limited to two (2) representatives per grievance hearing and two (2) representatives per arbitration hearing on paid work time. WBNG will assume the cost of any additional representatives.
- 29.6 All outside WBNG grievance-related investigations will be governed and conducted by the WBNG grievance representative and the WBNG unit chair or vice chairs.

### **ARTICLE 30. LAYOFF AND RECALL**

ANA and WBNG agree that layoffs are to be avoided. ANA will take reasonable steps to avoid layoffs under the prevailing circumstances. Retraining of employees to be laid off is desirable in order to retain them. In the event of necessity, the following procedures will apply.

30.1 ANA will provide annually to WBNG a list of budgeted bargaining unit positions (FTEs) by department and name of incumbent. This list will include vacancies and posted positions (jobs in recruitment).

30.2 Layoff

- a. In the event ANA determines that a reduction in the workforce, elimination of jobs, and/or downsizing is appropriate, ANA will determine, based on its operational needs, seniority, job performance, and other relevant, non-discriminatory factors, which jobs and/or positions are to be affected. If in ANA's judgement, job performance and other relevant nondiscriminatory factors are equal among employees being compared, seniority will be used and the employee(s) with the lesser seniority will be laid off.
- b. ANA will give WBNG and the affected employees forty-five (45) calendar days written notice of any planned reduction in workforce, elimination of positions, and/or downsizing, specifying the number of employees and the names and titles of such employees. Upon request, WBNG will have the opportunity to suggest alternative actions.
- c. ANA, at its option, may reduce or eliminate the notice period for the affected employees and, in lieu of notice, pay the employees their regular salary for the period by which the notice is reduced.
- d. To the extent ANA gives an employee pay in lieu of notice, that amount will be paid in a lump sum, and the employee will cease to be an active employee as of the end of the last day actually worked. If the employee chooses to continue health care coverage under the Comprehensive Omnibus Budget Reconciliation Act ("COBRA"), for the period of time corresponding to the period of pay in lieu of notice, ANA will pay the amount of the employer's share of the premium directly to the insurer, to be applied to the COBRA payment.
- e. Any bargaining unit employee who has received notice of a layoff will have the right to displace any temporary worker who is performing bargaining unit work that the bargaining unit employee is qualified to perform.

Laid off employees with recall rights will be offered temporary assignments for which they meet the qualifications before such assignments are performed by a temporary worker.

If laid off employees with recall rights turn down the offer of a temporary assignment(s), ANA can engage temporary worker(s) to perform the assignment(s). Should the laid off employee with recall rights accept the temporary assignment, then the laid off employee with recall rights will be paid at the rate of pay designated by ANA for the temporary assignment.

Laid off employees with recall rights are not eligible for benefits when performing temporary work.

### 30.3 Bumping

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

### 30.4 Reduction in hours

When ANA determines, as a result of business or operational need, that a reduction in hours is appropriate, ANA will make a reasonable and ongoing effort to provide additional bargaining unit work for affected employees with a goal of minimizing their reduction in hours. If replacement work is available at a lower pay grade, the affected employee may accept the work at the lower pay rate. If replacement work is available at a higher pay grade, the affected employee may accept the work at the affected employee's current rate of pay.

### 30.5 Recall

- a. Employees will be on layoff status for up to nine (9) months from the effective date of the layoff, which will be the date the employee is separated from active employment with ANA. Employees will have recall rights for the period of time the employee is on layoff status. Employees on layoff are responsible for ensuring that ANA has their current address.
- b. In the event ANA decides to refill a position, it will offer the position to the most senior employee still on layoff status in the same classification who, in ANA's judgment, has the ability and qualifications to fulfill the duties of the position. In determining whether an employee has the ability and qualifications to fulfill the duties of a position for purposes of this Article, ANA may give consideration to all relevant factors, including but not limited to, general experience, related job

experience, past performance at ANA, education, skills, and accomplishments, seniority, and knowledge and experience in a specific substantive area.

- c. ANA will send the notice of recall to the last address provided by the employee. If the employee wishes to accept the recall offer, they must so notify ANA within five (5) calendar days following the receipt of the notice or within ten (10) calendar days following the mailing of the notice, whichever comes first. An employee wishing to accept recall must be available to return to ANA within seven (7) calendar days of the employee’s acceptance of the recall, unless ANA agrees to a longer period of time. ANA will not withhold agreement unreasonably.
- d. An employee who declines a recall offer or fails to timely return to ANA after accepting a recall offer will forfeit their seniority and rights to any future recall, and the employee’s employment relationship with ANA will be terminated.
- e. If a bargaining unit vacancy is not filled by recall, ANA will post and fill the position in accordance with Article 24 (Vacancies and Position Changes).
- f. An employee on layoff may apply for any vacancy under the procedures set forth in Article 24 (Vacancies and Position Changes), except that any such application must be submitted within twenty (20) business days of the posting or before the posting for the position closes, whichever comes first.

**ARTICLE 31. SEVERANCE AND OUT-PLACEMENT COUNSELING**

31.1 Severance

- a. Employees who are laid off will be entitled to severance pay based on length of service. For the purpose of this section, a “year of service” is 365 days of consecutive employment from the date of hire.

<b>Length of Service</b>	<b>Severance</b>
Less than one year of service (with satisfactory completion of probationary period)	2 weeks of base pay, minus tax deduction
1 year but less than 3 years of service	4 weeks of base pay, minus tax deductions
3 years but less than 5 years of service	8 weeks of base pay, minus tax deductions
5 years but less than 10 years of service	12 weeks of base pay, minus tax deductions
10 years but less than 15 years of service	16 weeks of base pay, minus tax deductions
15 years of service	20 weeks of base pay, minus tax deductions

- b. If an employee resumes employment with ANA during a time for which severance has been paid (“the severance period”), the employee will reimburse ANA for that portion of the severance pay corresponding to the remaining number of weeks in the severance period. Failure to repay severance pay will result in loss of reinstatement rights and seniority.
- c. Severance pay will be paid in a lump sum in the next regular payroll following the last day of employment, and the employee will cease to be an active employee as of the end of the last day actually worked.
- d. ANA will afford employees who have been laid off the opportunity to continue health insurance at their expense in accordance with the Comprehensive Omnibus Budget Reconciliation Act (COBRA).

Based on years of seniority using the following schedule, ANA will pay the employee’s COBRA premium directly to ANA’s insurer, unless the employee obtains insurance coverage through a new employer or otherwise:

Employees with less than two (2) years: 2 months;

Employees with two (2) but less than six (6) years: 3 months;

Employees with six (6) but less than ten (10) years: 4 months;

Employees with ten (10) years or more: 6 months.

- e. In the event of the death of an employee entitled to severance pay, ANA will make the severance payment to the estate of the deceased employee, unless the employee had designated a beneficiary to ANA in writing, in which event the payment will be made to such beneficiary.

ANA and WBNG will notify each employee receiving severance pay under this Article and/or under Article 30 (Layoff and Recall) of this Agreement that the employee is not entitled to receive unemployment compensation during the number of weeks for which they are receiving severance pay.

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

### 31.2 Out-Placement Counseling

- a. ANA will provide out-placement counseling to any full-time employee who has been employed for at least six (6) months and who is then laid off.

- b. ANA will provide a list of its preferred out-placement counseling firm(s) and will determine the nature and extent of the counseling that will be offered.
- c. At the option of an employee who is laid off, ANA, in lieu of providing the out-placement counseling specified above, will reimburse the employee up to one thousand five hundred dollars (\$1,500) for certification or training reasonably calculated to enhance the employee's job marketability. Employees seeking reimbursement under this paragraph must submit an invoice to the Human Resources Department for approval by ANA.

## **ARTICLE 32. AUTHORIZED LEAVE**

### **32.1 General**

- a. There are eleven (11) categories of authorized leave. Ten (10) of these may be paid leave [vacation, sick, jury duty, bereavement, military (reserve training and active duty), family or medical, sabbatical, parental leave, personal leave, and administrative leave]; the other is leave without pay.
- b. All categories of leave except for sick leave, bereavement leave, vacation in lieu of sick leave, and, where appropriate, family or medical leave, must be scheduled in advance.
- c. Except as otherwise provided in this Article, an employee shall be responsible for obtaining specific prior approval from the appropriate supervisor before taking any scheduled leave. Unscheduled leave requires notification in accordance with ANA policy.
- d. The employee shall initiate a discussion with their supervisor regarding the status of any assignments that might be affected by the employee's absence and provide the supervisor with any other information necessary for the successful conduct of those assignments while the employee is on leave.
- e. Unless otherwise specified, all leave must be approved by the employee's immediate Supervisor, is not cumulative from year to year, and is not compensable upon the employee's termination of employment. (See Section 32.2.i).
- f. Unless otherwise specified, part-time employees who work on a continuous basis for twenty (20) or more hours each week are entitled to leave on a pro-rated basis, according to their regularly scheduled work hours. No other part-time employees have any entitlement to leave.
- g. Leave shall be taken by exempt employees in full day increments (7.25 hours) except as may be permitted or required under the FMLA.

- h. For non-exempt employees, leave shall be taken in fifteen (15) minute increments and shall be accurately and timely recorded on their ANA time record.

### 32.2 Vacation

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

Date of hire through 24 months of service - 15 days per year

25 months through 48 months of service - 18 days per year

48 months or more of service - 22 days per year

- b. Part-time employees

- 1. Part-time employees who work on a continuous basis for twenty (20) or more hours each week will accrue vacation at the rates listed in Section 32.2.b of this Article multiplied by the ratio that the part-time employee's weekly schedule bears to the regular work week.

- 2. Part-time employees who do not work on a continuous basis for twenty (20) or more hours each week will not accrue vacation, except that employees who job share pursuant to Article 25 (Job Share) of this Agreement will accrue vacation in accordance with that Article and Section 32.2.1, above.

- c. Vacation is accrued on a per pay period basis (bi-weekly).

- d. Vacation cannot be used until it has been accrued.

- e. Vacation accrued during one calendar year must be used within fifteen (15) months from the end of that calendar year (i.e., March 31) or be forfeited. By way of example, if an employee accrues 18 days of vacation in 2023, the employee has until March 31, 2025, to use that vacation.

- f. Vacation may be used by the employee for any purpose.

- g. Scheduling and Approval of Vacation

Except, in cases of emergency and in cases in which the employee, pursuant to Section 32.3g of this Article, chooses to use vacation for absences due to illness or injury, all use of vacation must be approved in advance by the employee's immediate supervisor. Emergency vacation requests for illness or injury will be approved in accordance with ANA policy on sick leave notification.

- 1. Employees should schedule vacation with their immediate supervisor as far in advance as possible. Whenever possible, an employee will submit ~~a written~~ their vacation request through the time and attendance system (i.e., ADP) at least thirty (30) business days in advance of the requested vacation. Denial of



a vacation request should be done within ten (10) business days, but not more than twenty (20) business days of the date the request was submitted.

2. The supervisor may deny a vacation request for operational reasons. If more than one employee requests vacation for the same day(s) and operational reasons preclude the granting of all of the requests, the request(s) will be granted in seniority order.
  3. In the event of an emergency work situation, it may be necessary for ANA to require an employee to reschedule a previously approved vacation. If that occurs, ANA will reimburse the employee, any employee's spouse, domestic partner and children who is/are traveling with the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets, upon satisfactory proof of loss.
- h. Employees will not be paid in lieu of taking vacation, except upon termination of employment.
  - i. Employees on any unpaid leave status will not accrue vacation during the period of unpaid leave.
  - j. Vacation used does not count as time worked in calculating overtime for the week

### 32.3 Sick and Safe Leave

#### a. Policy

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

#### b. Accrual

1. Full-time employees will accrue sick and safe leave (together "sick leave") at the rate of one (1) day (7.25 hours) for each completed calendar month of service.
2. Part-time employees working on a continuous basis for twenty (20) or more hours each week will be granted six (6) sick leave days per year. Part-time employees will accrue sick leave at the rate of one half-day per month. Part-time employees who do not work on a continuous basis for twenty (20) or more hours each week will not accrue sick leave.

#### c. Accumulation

1. Sick leave may be accumulated to a maximum of eighty (80) days.
2. An employee's accumulated sick leave is not compensable upon the employee's separation from ANA's employment, regardless of the reason for the separation.

3. Employees on any unpaid leave status will not accrue sick leave.
- d. Notice
1. The employee must contact the supervisor before the start of the workday, or as is reasonably possible for the employee. If the employee is incapacitated, contact by a family member or other person will be acceptable.
  2. ANA reserves the right to reasonably contact an employee who is on sick leave.
- e. Documentation
1. Medical documentation of an illness for absences of four (4) days or longer will be required. Medical documentation also may be required for shorter absences if ANA reasonably suspects an employee is abusing sick leave.
    - a) If the employee is absent in excess of four (4) days as a result of the employee's own health condition (including pregnancy), the employee will be required to submit written medical certification issued by the employee's health care provider. The certification shall state:
      - (1) The effective date of leave;
      - (2) The probable duration of the condition; and
      - (3) That the employee is unable to perform the functions of their position.
    - b) If the employee is absent in excess of four (4) days because of the health condition of a family member as defined by the Montgomery County Sick and Safe Leave Act, the Maryland Healthy Working Families Act, or other applicable legislation, the employee will be required to submit appropriate medical certification issued by the family member's health care provider, which states:
      - (1) The effective date of leave;
      - (2) The probable duration of the condition; and
      - (3) An estimate of the amount of time that the employee is needed to care for the family member.
  2. ANA, at its discretion, may require an employee on sick leave to obtain subsequent recertification on a reasonable basis attesting to the employee's continued disability and inability to work or to the employee's continued need to care for their family member.

3. ANA may require appropriate medical certification issued by the employee's health care provider before the employee is permitted to return to work from sick leave.
- f. Use
1. An employee may use sick leave in accordance with the Montgomery County Sick and Safe Leave Act, the Maryland Healthy Working Families Act, or other applicable legislation.
  2. When sick leave is used for non-emergency medical appointments or treatment, the employee will arrange for sick leave with the immediate supervisor as far in advance of the appointment or treatment, as possible.
  3. Sick leave used does not count as time worked in calculating overtime for the week.
- g. Exhaustion of Sick Leave
- Once an employee's sick leave has been exhausted, absence due to reasons specified in Section 32.3.f of this Article, may at the employee's option be charged against the employee's accrued vacation. If the employee does not choose to charge the absence against vacation, such leave will be leave without pay.
- h. Sick Bank
1. The Sick Bank will be a depository of sick days and vacation days voluntarily donated by bargaining unit and non-bargaining unit employees (participants) from their individual accruals. The Sick Bank may be used by participants in the event of a serious illness or injury that results in their long-term absence from employment. ANA will consider requests for sick bank time for part-time absence in connection with an employee's return to work from a long-term absence due to serious illness or injury. In such instances, the Sick Bank may be available to provide employees whose leave accruals are exhausted with income replacement during the seven (7) day elimination period for ANA's Short Term Disability ("STD") plan, or to supplement the employee's approved STD coverage so that it equals 100% income replacement for the employee, up to the number of days to reach eligibility for Long Term Disability ("LTD") benefits.
  2. A participant in the Sick Bank may donate a minimum of one (1) day, up to a maximum combined total of six (6) days, of sick and/or vacation leave each year to the Sick Bank by notifying the Human Resources Department in writing. Participants wishing to donate may do so during open enrollment each year or during their new hire enrollment period. Participants also may donate leave within the maximum specified above if the Sick Bank balance falls

below sixty-five (65) days. The donated days will be deducted from each participant's accrued leave.

3. In order to be eligible to receive sick leave from the Sick Bank, a participant must have donated leave to the Sick Bank within that calendar year.
4. A participant in the Sick Bank who has depleted their accrued sick leave, accrued vacation leave, and any other accrued paid leave, and who needs additional sick leave as a result of a serious illness or injury, may request sick days from the Sick Bank in order to provide the employee with income replacement during the seven (7) day elimination period for ANA's STD plan, or to supplement the employee's approved STD coverage so that it equals 100% income replacement for the employee, up to the number of days to reach eligibility for LTD benefits. A request for Sick Bank days must be made in writing to the Human Resources Department and must be accompanied by a letter from the participant's physician or advanced practice nurse verifying the seriousness of the illness or injury and specifying the expected duration of the illness or injury. The verification will be subject to review and further verification by a physician or advanced practice nurse appointed by the Labor-Management Committee to perform that function at no cost to the participant.
5. Employees may not receive more than sixty (60) Sick Bank days in any rolling twelve (12) month period. The maximum number of leave days in the Sick Bank at any one time will be two hundred and fifty (250).
6. Human Resources will administer the Sick Bank and will have complete discretion regarding the number of Sick Bank days to be allotted to any individual, provided the amount does not exceed the limit specified in Sections (4) or (5), above. Human Resources also has the discretion to issue a "call" to employees for additional Sick Bank donation days, as set forth in Section (2), above.
7. ANA will notify WBNG annually of the balance in the Sick Bank.

#### 32.4 Jury Duty

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

### 32.5 Bereavement Leave

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

### 32.6 Military Leave

- a. Reserve Training
  1. Employees who have short-term military reserve training obligations will be granted reserve training military leave for up to two (2) weeks (ten (10) working days) each year. Such leave will be granted in addition to the employee’s regular vacation.
  2. For reserve training military leave in excess of two (2) weeks (ten (10) working days) each year, employees are permitted to use paid vacation time.
  3. Employees who are required to participate in military reserve training must submit a written request for reserve training military leave to their immediate supervisor thirty (30) days in advance of leave. Employees will consider the ANA programs and activities scheduled to take place during their leave, and will work with their immediate supervisor to ensure that the responsibilities of their position are covered during their absence.
  4. Reserve training military leave normally will start no earlier than two (2) days in advance of the start of training and end within two (2) days following the end of training. The employee must report to work at the beginning of the next regularly scheduled work day after the last calendar day necessary to travel from the place of training to the place of employment, or within a reasonable time thereafter if they are delayed due to factors beyond their control.
  5. Employees who are granted reserve training military leave will be paid the difference between the amount they receive from the Government for this training (less travel allowance) and their regular salary. Employees who are on reserve training military leave must provide ANA with a statement from the Commanding Officer as to the length of the training and the amount of money received (less travel allowance) for the period of training.

6. Employees who are granted reserve training military leave will continue to participate in the insurance plans and will continue to accrue vacation and sick leave at their normal rate while on reserve training military leave.

b. Active Duty

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

32.7 Family or Medical Leave

- a. Employees who have been employed for one (1) year without a break in service (except for regular holidays, sick leave, vacation leave or other leave granted by ANA) and who have worked at least one thousand fifty (1,050) hours during the rolling twelve (12) month period immediately preceding the request, are eligible for family or medical leave for any of the following qualifying events:
  1. birth or adoption of a new child;
  2. serious health condition of the employee; or
  3. serious health condition of the employee's child (biological, adopted, foster, or step), parent, spouse or domestic partner.
- b. Documentation

1. The qualifying event must be substantiated by written statement(s) from an appropriate authority, e.g. health care provider, adoption agency, etc. For family and medical leave requested in connection with a serious health condition, the statement(s) must provide the information described in Section 32.3.e.1.a) of this Article (for the employee) or Section 32.3.e.1.b) of this Article (for a family member).
  2. ANA, in its discretion, may require an employee on family or medical leave to obtain subsequent recertification on a reasonable basis attesting to the employee's continued disability and inability to work or to the employee's continued need to care for the ill family member.
  3. ANA may request appropriate medical certification issued by the employee's health care provider before the employee is permitted to return to work from medical leave.
- c. Eligible employees are entitled to sixteen (16) weeks of family or medical leave during a twelve (12) month period and twelve (12) weeks in a second twelve (12) month period. The calculation of these time periods will begin to run on the first day of the first family or medical leave taken by the employee.
- d. Employees on family or medical leave will use leave in the following order:
1. If the leave is due to a birth, adoption, or foster placement of a child, eight (8) weeks of parental leave;
  2. Any accumulated compensatory time, if applicable;
  3. Other paid leave, i.e., vacation and sick leave in whichever order the employee chooses;
  4. Leave without pay.
- e. Requests for family or medical leave must be submitted to ANA's specified FMLA administrator, with notification to the Human Resources Department.
- f. An employee on family or medical leave will retain their accrued seniority during the approved leave period.
- g. All medical and dental insurance benefits will continue during family or medical leave absences, provided the employee continues regular employee contributions to these plans. Other benefits, such as the pension plan, 401(k) plan, life insurance, long term disability, and flexible benefit plans will be governed in accordance with the terms of each benefit plan.

### 32.8 Parental Leave

- a. Parental leave is for use by the new-parent employee to recover from the birth of a child or to care for or bond with a new child.

- b. “New-parent” is defined as birth mother, birth father, domestic partner, adoptive, or foster parent with at least one (1) year of service.
- c. Qualifying events include birth, adoption, or foster home placement.
- d. Eight (8) weeks of paid leave for the birth, adoption, or foster home placement of a new child.
- e. Part-time employees will be paid for the time they are regularly scheduled to work during such leave.

### 32.9 Personal Leave

Employees are entitled to two (2) days of paid personal leave that may be scheduled at their discretion with management approval. Management approval shall not be unreasonably withheld.

### 32.10 Sabbatical Leave

- a. Any full-time ANA employee will be eligible for up to six (6) months of sabbatical leave upon attaining eight (8) years of continuous employment with ANA. The sabbatical must be used to pursue graduate education, research, study or writing in the employee’s area of practice or expertise. The employee is expected to produce a product as a result of the sabbatical that will enhance their professional credentials and make a contribution furthering the work of ANA. Sabbatical availability will be subject to funding.
- b. The job of the employee on sabbatical will be held open for the employee, i.e. not filled on a permanent basis.
- c. The employee completing a sabbatical must continue their employment with ANA for one (1) full year upon the completion of the sabbatical. Should the employee leave ANA before the year is complete, the employee must return to ANA all monetary compensation paid during the sabbatical.
- d. ANA will be offered the first right of refusal on any publication(s) resulting from the sabbatical.
- e. Procedure
  - 1. An employee who wishes to take a sabbatical will submit a written proposal to their immediate supervisor. The proposal will describe the purpose and pursuits of the sabbatical and propose the time period for the sabbatical. The proposal also will suggest ways that the employee’s ongoing work at ANA might be accomplished during the sabbatical.
  - 2. The department head will review the proposal in terms of ANA’s work and the work anticipated during the sabbatical period. The department head will make a recommendation concerning the sabbatical proposal describing whether or



not the department head approves the proposal and assuring that the staff member's job responsibilities can be met in the staff member's absence. The Labor-Management Committee will be given a copy of that recommendation, and also will review the proposal and make a recommendation. The recommendations will be forwarded to the CEO. The CEO or their designee, provided that the designee is a Chief Executive who was not involved in the formulation of the recommendation, will make the final decision about granting the sabbatical.

f. Salary and Benefits

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

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

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

32.11 Leave of Absence

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

b. ANA will continue to pay the employer's portion of health insurance benefits for employees on leave without pay due to personal or family illness, provided the employee continues to pay their portion. For purposes of this section, "family" is defined in the same manner as set forth in Family and Medical Leave Act (FMLA). Employees on leave without pay for any other reason will not be entitled to any benefits paid for by ANA. To the extent any such employee wishes to continue their health insurance coverage, the employee may do so at their own expense.

c. ANA will hold open the job of an employee on a leave of absence under this Section. Notwithstanding any other provision in this Agreement, ANA may use temporary worker(s) or independent contractors for the full period of such a leave of absence.

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

32.12 Office Closures

When an ANA office building is closed due to a reason other than a scheduled ANA holiday, ANA will, prior to starting time, notify the impacted ANA employees using the Pulse, email, and text messaging. Employees will be responsible to ensure that they have opted in to receive text messages from ANA. Hybrid and Remote employees will have the option to telework, take paid leave, or work with their supervisors to make up the time. In-Office employees will telework if possible. If no telework opportunities are available, In-Office employees will be paid administrative leave.

ANA may, in its sole discretion, grant administrative leave in the event of an office building closure.

**ARTICLE 33. HOLIDAYS**

33.1 The following days are paid holidays:

Martin Luther King’s Birthday	Independence Day
National Presidential Election Day	Labor Day
Presidents’ Day	Thanksgiving Day
Thanksgiving Day	Friday after Thanksgiving Day
Memorial Day	December 25 to January 1
Juneteenth	

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

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

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

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

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

## ARTICLE 34. COMPENSATION

### 34.1 Wages

- a. Year 1: Effective May 1, 2022, WBNG bargaining unit employees will receive a 4.5% increase in salary.
- b. Year 2: Effective May 1, 2023, all WBNG bargaining unit employees will receive a 1.5% increase in salary.

Either party may request that negotiations be re-opened for the sole purpose of adjusting compensation for Year 2. The request must be submitted by or before January 31, 2023. The parties will make all good-faith efforts to schedule an adequate number of negotiating sessions so that an agreement can be reached by or before March 15, 2023.

- c. Year 3: Effective May 1, 2024, all WBNG bargaining unit employees will receive a 1.5% increase in salary.

Either party may request that negotiations be re-opened for the sole purpose of adjusting compensation for Year 3. The request must be submitted by or before January 31, 2024. The parties will make all good-faith efforts to schedule an adequate number of negotiating sessions so that an agreement can be reached by or before March 15, 2024.

### 34.2 Merit Based Incentive Pool

ANA will maintain a fair and equitable system for awarding and distributing monetary incentive payments to all employees who meet the criteria established to qualify for such awards. Merit payments will be awarded from a merit incentive pool equal to the following percentages of the gross bargaining unit payroll for each of the contract years, as follows:

- in 2022, the percentage will be 1.5%;
- in 2023, the percentage will be 2.0%; and
- in 2024, the percentage will be 1.75%.

Decisions regarding the meritorious performance and the award of incentive payments will be made at the sole discretion of ANA and will not be subject to the provisions of Article 29 of this Agreement.

### 34.3 Potential Bonus

ANA, in its sole discretion, may pay bonuses at the end of the fiscal year based upon the financial performance of ANA.

### 34.4 Overtime for Non-Exempt Employees

- a. Whenever operational demands require, ANA has the right to require employees to work overtime.
- b. Whenever possible, ANA will notify the employee at least twenty-four (24) hours in advance of required overtime. Overtime will be distributed by area of work responsibility or by project-based or skill-based considerations. Otherwise, overtime will be distributed first to volunteers within the department by seniority. In the absence of volunteers, overtime will be distributed in reverse seniority.
- c. An employee in a position that is governed by the overtime requirements of the Fair Labor Standards Act (“non-exempt employee”) will be paid overtime at the rate of one and one-half (1 1/2) times the employee’s regular hourly rate for all hours worked in excess of forty (40) hours in a workweek.
- d. A non-exempt employee required to work overtime on a Sunday or on a holiday will be paid double time at the rate of two (2) times the employee’s regular hourly rate.
- e. Except as provided in Section 34.4.f, below, overtime must be approved in advance by the employee’s immediate supervisor or their designee.
- f. In unanticipated circumstances in which obtaining such prior approval is not feasible, an employee may self-determine to work extra hours. In such situations, the employee must notify the supervisor the following day. Any unreasonable use of self-determined overtime may result in disciplinary action.

34.5 Compensatory Time for Non-Exempt Employees

- a. In lieu of overtime in accordance with Section 34.4 of this Article, a non-exempt employee, at their option, may elect to take compensatory time for hours worked in excess of 40.0 hours in a workweek.
- b. Compensatory time will be calculated at the rate of one and a half (1 ½) hours of compensatory time for each hour worked in excess of 40.0 hours in a work week.
- c. An employee must use compensatory time before the end of the pay period within which the compensatory time was earned unless approved by the employee’s supervisor.

34.6 Shift Differential for Non-Exempt Employees

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

34.7 Travel Time by Non-Exempt Employees

- a. A non-exempt employee will be paid for travel time if the employee is required to travel outside of the scheduled day or the scheduled workweek.

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

#### 34.8 Weekend and Holiday Work

- a. Non-exempt Employees
  - 1. A non-exempt employee will be compensated at a rate of five percent (5 %) above the otherwise applicable rate for any Saturday, Sunday, or holiday the employee is regularly scheduled to work.
  - 2. A non-exempt employee whose supervisor informs the employee that they are required to work at an ANA work site on a Saturday, Sunday or holiday will be paid for a minimum of four (4) hours. If a non-exempt employee is required to work on a telecommuting or teleworking basis on a Saturday, Sunday or holiday, the employee will be paid for the actual hours worked, regardless of the length of the work period.
- b. Exempt Employees
  - 1. When an exempt employee is assigned to work on a Saturday, Sunday, or holiday on which the employee is not regularly scheduled to work or is assigned to work on a holiday, the employee will be entitled to take time off on a day-for-day basis. This provision applies to meetings of organizational units which the employee is scheduled to attend, out-of-town meetings or speaking engagements, and events at which the employee is directed to work. The work assignments are not limited to meetings or speaking engagements. "Events" include projects, deadlines and other assignments.
  - 2. Time off under this section must be taken in full day increments and within four (4) months of the pay period in which the Saturday, Sunday or holiday is worked.

## ARTICLE 35. SALARY ADMINISTRATION

### 35.1 Overview

It is the intent of ANA and WBNG to establish and maintain a set of policies that will result in paying employees fairly and competitively in accordance with the skills and the degrees of responsibility required in their jobs. These policies are publicized through established salary grades with salary ranges for both exempt and non-exempt employees, as well as other defined processes and procedures. The salary grades provide for different rates of pay for jobs requiring different degrees of responsibility, experience, skills and knowledge.

### 35.2 Definitions

- a. Salary Grade: A salary level assigned to a job which reflects the value of the job relative to the value of other jobs in the organization. The salary grade for a particular job is determined by the job evaluation process.
- b. Salary Range: The span in dollars from minimum to maximum assigned to each salary grade.
- c. Salary Structure: An array of salary grades showing the salary ranges of the grades and the jobs assigned to the grades.
- d. Exempt Employees: Bargaining unit employees who are exempt from the overtime provisions of the Fair Labor Standards Act.
- e. Non-exempt Employees: Bargaining unit employees who are subject to the overtime provisions of the Fair Labor Standards Act.
- f. Promotion: Occurs when a bargaining unit employee assumes a different job at a higher salary grade.
- g. Lateral Transfer: Occurs when a bargaining unit employee voluntarily moves to or is involuntarily assigned to a job carrying the same salary grade as their current job.

### 35.3 Responsibility

The American Nurses Association has responsibility for the implementation of these policies. ANA is responsible for establishing the compensation system, exclusive of commission-based positions, and assigning jobs to grades.

### 35.4 Disputes

The compensation system, exclusive of commission-based positions and the jobs assigned to each grade by the HR Department, are not subject to the grievance and arbitration procedure. However, disagreements regarding job assignments will be reviewed by the Position Review Committee and, if issues remain unresolved, the Position Review

Committee may meet with the CEO (or designee) to help reach consensus. The CEO or their designee will be the final arbiter of any unresolved issues.

35.5 New Hire Salary

The starting salary for a job will be determined and communicated to the applicant by the ANA Human Resources Department. Starting salaries for new hires will be determined by the grade and compensation levels of the job being filled, and the individual's qualifications for the job. Internal equity in relation to the salary(s) of a current employee(s) in the same job with similar expertise and experience and whose performance is satisfactory, will be determined by the ANA Human Resources Department.

35.6 Evaluation of Existing or New Jobs

It is the responsibility of ANA to assign and determine the job content and the methods by which work is to be performed for any job. To encourage a cooperative working environment, the employees and their supervisors should discuss the content of the employee's job as part of the annual job performance evaluation. In those occasions when significant and permanent changes have occurred to the bargaining unit employee's job, the manager, in consultation with the employee, will submit a jointly signed revised job description to ANA Human Resources for evaluation. Any change in pay will be communicated to the supervisor and WBNG in a timely manner.

If WBNG disagrees with the unit determination of a new unit position, WBNG may refer the position to the Position Review Committee for evaluation. The Position Review Committee will hold a special evaluation meeting as soon as practical; however, recruitment for open positions will not be delayed.

The Position Review Committee will attempt to resolve all issues by consensus. In the event an issue is unresolved within ten (10) working days, the Committee will inform the CEO (or designee), who will be the final arbiter of any unresolved issues.

35.7 Salary Structure

The salary structure includes a salary scale, salary range for each grade, and the jobs assigned to each grade. The salary scale includes a midpoint, minimum and maximum for each grade.

35.8 Promotion

A promotion occurs when a bargaining unit employee assumes a different job at a higher salary grade. The ANA Human Resources Department will follow the "New Hire Salary" policy in determining an employee's promotional increase into a higher grade.

35.9 Transfer to Lateral Job

Employees who transfer laterally will retain the pay rate for the job previously held.

## ARTICLE 36. ON CALL

36.1 ANA reserves the right to require an employee to be “on call,” i.e. available for work outside of their regular work schedule, to carry a pager or cellular phone, and be available on short notice to come into work outside their normal work schedule and/or be available for telephone consultation.

Non-exempt bargaining unit employees who are scheduled to be on call for the entire month will receive a pay differential of three hundred (\$300) per month. This will be in addition to any payments to which the employee is entitled under Sections 36.2 and 36.3, below.

Non-exempt bargaining unit employees who are on call on a periodic basis will receive a pay differential of thirty dollars (\$30) for each day they are required to be on-call. This will be in addition to any payments to which the employee is entitled under Sections 36.2 and 36.35, below.

36.2 During conferences, including but not limited to ANA Membership Assembly, non-exempt bargaining unit employees who are required to be on-call will be paid for their on-call time under Section 39.6, below.

a. On-call non-exempt bargaining unit employees who are required to return to work on a weekday, outside of their regularly scheduled hours or approved overtime, will be paid for no less than two (2) additional hours at the legally required rate on days within their regular workweek. Non-exempt bargaining unit employees who are required to return to work on weekends will be paid for no less than four (4) hours at the legally required rate.

b. For purposes of this provision, travel time to and from ANA will be treated as work time.

36.3 During conferences, including ANA Membership Assembly, non-exempt employees who are required to be on call by carrying a pager and/or a cellular phone in connection with that event will receive a pay differential of thirty dollars (\$30) per day. Employees receiving payment under Section 36.1, above, are not entitled to this payment.

a. Due to the exceptional and infrequent nature of these meetings, no additional pay will be provided to exempt bargaining unit employees who respond to a call outside of regularly scheduled hours.

b. Non-exempt employees who are required to return to work at the conference will be paid at the legally required rate or may elect to receive compensatory time as provided in Article 34 (Compensation) of this Agreement.



## ARTICLE 37. TRAVEL AND BUSINESS EXPENSES

Travel and business expense rules will be set out in an appropriate ANA policy, which falls within the purview of the Joint Labor-Management Committee, as provided for in Article 12.

## ARTICLE 38. MOVING EXPENSES

38.1 Any employee who ANA requires to relocate is eligible for reimbursement of certain expenses incurred as a result of relocation from their residence.

### 38.2 Travel

- a. The employee can elect either of the following:
  1. Air Transportation: ANA will pay for the employee and their legal dependents at coach airfare for the most direct route to the new residence from the former residence, plus ground transportation at both ends of the trip. Airfare must be procured through the ANA travel agent.
  2. Ground Transportation: ANA will pay the sum of (a), (b) and (c), below, to the extent the sum does not exceed the sum in Section 38.2.a.1, above.
    - a) Mileage: ANA will pay mileage at the federal mileage reimbursement rate in effect at the time of the trip for the number of miles required to drive between the former and new residences using the most direct route.
    - b) Accommodations: ANA will pay for accommodations if the trip exceeds 500 miles. The accommodations will be paid at actual out-of-pocket cost not to exceed one hundred fifty dollars (\$150.00) per night with a maximum of three (3) nights.
    - c) Food: ANA will pay a food allowance of fifty-five dollars (\$55.00) total per day for the employee and legal dependents.
- b. After the employee's arrival at the new residence, ANA will not pay reimbursement for any additional hotel, transportation, food or other costs while the employee seeks permanent housing.
- c. In order to be reimbursed for eligible expenses, the employee must complete a travel reimbursement form and submit any airline ticket receipts or other required documentation to Human Resources for approval.

### 38.3 Moving and Storage Expenses

- a. Subject to the limitations described in Section 38.3.e, below, ANA will pay for the cost of moving household goods, including the cost of transporting one (1) automobile.

- b. The employee is responsible for obtaining two (2) bids from moving companies, or if the employee wishes to self-move, one (1) bid from a moving company and the proposed costs of the self-move.
  - c. ANA has the right to choose between the two (2) bids, including choosing the least expensive bid. ANA also has the right to reject both bids and contract directly with a third moving company.
  - d. Any reimbursement to an employee will be based upon submission to Human Resources of appropriate documentation.
  - e. Reimbursement of all moving and storage expenses will be limited to:
    - 1. Three thousand dollars (\$3,000.00) for relocations of less than 1,000 miles; or
    - 2. Five thousand dollars (\$5,000.00) for relocations of more than 1,000 miles.
- 38.4 If an employee voluntarily leaves ANA prior to the completion of one (1) year of continuous service after the relocation, the employee must reimburse ANA on a prorated basis for all transportation and moving expenses paid under this Article.
- 38.5 This Article does not apply to any relocation of ANA of its headquarters within a fifty (50) mile radius of Washington, D.C.

## **ARTICLE 39. INSURANCE**

### **39.1 Health Insurance**

- a. ANA will offer health and dental insurance programs for all full-time and part-time employees working twenty (20) hours or more per week, their domestic partners, and eligible dependents. Employees who job share pursuant to Article 25 (Job Share) of this Agreement will be entitled to these programs in accordance with Sections 25.3 and 25.4 of that Article.
- b. Coverage for eligible employees is effective on the first day of the month following the date of employment. Coverage for eligible employees who are employed on the first day of the month is available immediately.
- c. Comprehensive dental coverage will be available to eligible employees and their dependents.
- d. ANA and the full-time employee will share the cost of health, dental and vision benefits. Based on contribution rates in effect for the benefits plan year on the effective date of this Agreement, the employee and ANA will share in any annual premium increases or decreases on a 50-50 basis—i.e., the employee will contribute 50% of any increase or decrease in premium(s) and ANA will contribute 50% of any increase or decrease in premium(s).

Coverage levels and rates for annual contributions will be made available during Open Enrollment of each Benefits Plan Year and ongoing throughout the year. Benefits materials, including annual contribution rates, will be available electronically in print-on-demand format. For the duration of this agreement, employees will be entitled to choose among the Plans offered. Employees' elections will be made during the annual open enrollment period. The employee's contribution will be paid through payroll deduction, according to published benefits materials. ANA will continue to provide medical plans that include an option for out-of-network benefits for eligible employees and their dependents.

- e. The employee's contribution will be paid on a pre-tax basis to the extent allowed by law.
- f. ANA will complete a thorough evaluation when changing benefits to best align with benchmarks and ANA's benefit philosophy. ANA will confer with WBNG on any proposed changes to the carrier or specific benefits at least sixty (60) days before implementation. If ANA fails to confer with WBNG, ANA cannot change the carrier or benefits.
- g. Open enrollment shall be open for a minimum of three (3) weeks.
- h. Employees whose employment with ANA terminates will be afforded the opportunity to continue their health insurance in accordance with the Comprehensive Omnibus Budget Reconciliation Act (COBRA).
- j. Upon request by WBNG, the Labor-Management Committee will examine how the health insurance plan(s) meet the needs of ANA employees. However, decisions about what health insurance plan(s) will be offered to employees remain within the exclusive purview of ANA.

ANA and WBNG agree that the role of the Labor-Management Committee in examining how the health insurance plan(s) meet the needs of ANA employees will be to:

- 1. Assess employee satisfaction and needs with the current plan;
- 2. Comment upon other plan options; both within and outside of the current health plan
- 3. Identify and recommend reasonable and appropriate changes that:
  - a) Improve and do not diminish the current level of benefits;
  - b) Do not result in significant additional costs to ANA.
- k. If ANA decides to change health insurance carriers, it will notify WBNG in advance of the next regularly scheduled open enrollment period.

39.2 Life Insurance

For full-time employees and part-time employees scheduled to work twenty (20) hours or more per week, ANA will offer group life insurance coverage equal to two times the employee's yearly base wages up to a maximum of \$500,000. If that coverage amount for an employee is less than \$500,000, the employee, through payroll deduction, may be eligible to purchase additional coverage up to \$500,000 at the ANA group rate. Details are available in the applicable plan document(s).

39.3 Short-Term Disability Insurance

In the event that an employee is absent due to illness or injury, an employee may be eligible for Short Term Disability ("STD") after a seven (7) day elimination period. STD compensates eligible employees for 66 2/3 of the employee's base wages for up to ninety (90) days. Details are available in the STD plan document(s).

39.4 Long-Term Disability Insurance

ANA will offer a Long-Term Disability ("LTD") plan to provide income protection for full-time employees and part-time employees who are scheduled to work twenty (20) hours or more per week who become totally disabled as a result of accident or illness for longer than twelve (12) weeks. Under ANA's current plan, LTD compensates eligible employees for 66 2/3 of the employee's base wages. Details are provided in the LTD plan document(s).

39.5 Flexible Spending Accounts

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

39.6 Employee Benefits Education

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

**ARTICLE 40. PENSION AND RETIREMENT PLANS**

40.1 Pension Plan

ANA shall continue to maintain the American Nurses Association Retirement Pension Plan (hereinafter referred to as the "Retirement Plan"), which was frozen as of March 31, 2012, and to make all contributions necessary to fund such Retirement Plan.

The Retirement Plan's terms are controlled by the relevant plan document and by law.

#### 40.2 401(k) Plan

a. Effective January 1, 2012, all employees generally are eligible to participate in the American Nurses Association Retirement and Savings Plan and Trust (hereinafter referred to as the “401(k) Plan”).

b. Contributions

Contribution levels are limited by Internal Revenue Service regulations, but generally will be as follows:

1. ANA will contribute four percent (4%) of the employee’s pay as a “basic contribution.”
2. The employee can elect to contribute from one percent (1%) to fifty percent (50%) of pay or their IRS contribution limit, whichever is applicable. The employee also can elect to make no contribution. Elections can be changed at any time in accordance with normal ANA payroll cycles and ERISA guidelines.
3. If the employee contributes, ANA will match each employee contribution dollar at 100% for up to the first 3.0% of pay (“matching contributions”). Total matching contributions will not exceed 3.0% of pay.
4. When combined, ANA contributions under subsections (1) and (3), above, will not exceed seven percent (7.0%) of the employee’s pay.
5. Employees are vested immediately as to the ANA “basic and matching contributions.”

c. The 401(k) Plan’s terms are controlled by the relevant plan document and by law. The 401(k) Plan’s eligibility criteria, benefits, and additional vesting rules, as well as any other ancillary rules, shall be set out in an appropriate ANA policy, which falls within the purview of the Joint Labor-Management Committee, as provided for in Article 12.

### **ARTICLE 41. EMPLOYEE ASSISTANCE PROGRAM**

41.1 ANA will provide employees access to an ongoing Employee Assistance Program (EAP), which will be administered by ANA and conducted by a qualified professional contractor.

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

## ARTICLE 42. EDUCATION

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

### 42.1 In-Service Training

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

### 42.2 Cross-Training

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

### 42.3 Career Development

- a. Career development is training designed to enhance an individual employee's professional development related to the work of ANA.
- b. ANA will provide five (5) days of paid educational leave for each employee's attendance at and participation in outside career development activities of the employee's choice. Non-exempt employees must use the leave in no less than one-half day increments.
  1. Approval for such leave rests with the employee's immediate supervisor.
  2. Unused career development leave may not be carried over from year to year.
- c. Each employee is entitled to financial assistance for the cost of career development, including materials, or to cover or supplement the cost of tuition, in an amount of up

to four hundred (\$400) per year. An employee may also use this fund to join or maintain membership in the professional association of the employee's choice, provided that the professional association is job related or consistent with professional goals that will benefit ANA in the future as deemed so by the employee's supervisor and HR. An employee's unused funds, up to a maximum of \$400 may be carried over each year.

- d. Such career development will only be provided for a non-probationary employee who has been at ANA for at least one year. It is understood that all career development activities will be scheduled at times that are mutually agreed upon by the employee and their supervisor. ANA may also provide for additional time off and/or financial assistance based on ANA's needs.
- e. No employee is entitled to compensatory time for career development. However, an employee may use compensatory time instead of their five (5) days of paid educational leave for career development.

#### 42.4 Tuition Assistance

- a. Tuition assistance will be provided for any accredited certificate program, accredited undergraduate degree program, accredited vocational or technical program, undergraduate course from an accredited institution, and/or graduate or post-graduate degree programs or courses from accredited institutions that relate to the work of ANA, subject to the limitations set forth below.
- b. Regular full-time employees will be reimbursed for one hundred percent (100%) of tuition and textbooks consistent with definitions used by the Internal Revenue Service (IRS) for tax-qualified benefits, up to the maximum tax-exempt amount permissible under the US Internal Revenue Code, per employee per year, with a yearly maximum for all employees of one hundred thousand dollars (\$100,000) ("Aggregate Amount"). If the Aggregate Amount is not used in a given year, the balance will not be carried over to the following year.
- c. Such study will be undertaken by the employee outside the regular work hours, unless at the discretion of ANA, the study is of such significance that a reasonable degree of release time is justified.
- d. To be eligible for tuition assistance an employee must:
  - 1. Be a non-probationary employee who has completed at least one (1) year of employment with ANA and whose last performance evaluation indicated that the employee meets or exceeds requirements for their job.
  - 2. Enroll in the course after employment with ANA;
  - 3. Provide written application, including name of course(s), amount of tuition, fees and books, and the name of the institution/school prior to enrollment;

4. Provide evidence of a “C” or better grade for undergraduate course work, or a “B” or better grade for graduate course work, or “Pass” for pass/fail course work; and
  5. Provide a receipt documenting payment of tuition, fees and/or payment for books.
- e. ANA reserves the right to limit the number of courses for which an employee may seek tuition assistance if, in the judgment of ANA, the employee’s educational study interferes with the employee’s ability to render satisfactory performance. This does not preclude ANA from dealing with any performance problems through other means contractually available.
- f. As a condition of receiving tuition assistance, employees with fewer than five (5) years of service will agree in writing that if they are terminated for cause or voluntarily leave ANA’s employ, they will repay ANA for any tuition assistance received within the past year and authorize ANA to deduct any such repayment from the employee’s final payment(s). This repayment obligation does not apply to employees who are laid off. Employees with five (5) years or more of service will not have to repay ANA for any tuition assistance received within the past year.
- g. At any time, the union may raise concerns about either the individual or overall limits for tuition reimbursement and management may consider raising those limits for subsequent budget years.

#### **ARTICLE 43. INTERNAL AFFAIRS**

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

#### **ARTICLE 44. ALTERATION/WAIVER OF AGREEMENT**

- 44.1 No employee or group of employees shall have the right to alter or waive any provision of this Agreement. This Agreement may be altered or waived only by the mutual consent of WBNG and ANA, and then, only in writing dated and signed by the parties hereto. The Executive Director of WBNG and/or their designee have the authority to act on behalf of WBNG. The CEO of ANA and/or their designee have the authority to act on behalf of ANA.
- 44.2 In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, or of any ruling or regulation of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.



## ARTICLE 45. SUCCESSORS AND ASSIGNS

- 45.1 Subject to appropriate confidentiality agreements, before any sale, spin-off, merger, assignment, or any other change in name or ownership, ANA shall advise WBNG in writing, with as much advance notice as possible, of the contemplated sale, spin-off, transfer, merger, assignment, or other change in name or ownership.

In the event of such a contemplated transaction, ANA shall meet with WBNG to receive input concerning the transaction. ANA also shall use its best efforts to have the other party to the transaction similarly meet with WBNG.

- 45.2 The parties acknowledge their obligation to engage in effects bargaining as required by law. The parties further agree to meet and confer concerning successor ship and/or assigns issues.

## ARTICLE 46. TRANSIT PROGRAM

- 46.1 ANA will continue to make SmarTrip available to employees at their expense using pre-tax dollars.
- 46.2 ANA will continue to implement as IRS-conforming pre-tax salary deduction program for employee parking expenses incurred in commuting to work. Employees will be allowed to have deducted from payroll the maximum amount allowable by the IRS.
- 46.3 ANA will hold a drawing each month among all bargaining unit and non-bargaining unit employees (including managers) who drive for one (1) parking space and a SmarTrip card for employees (including managers) who do not drive to be paid for by ANA.

## ARTICLE 47. DURATION

- 47.1 This Agreement is effective May 1, 2022, and will continue in full force and effect until 11:59 p.m. on April 30, 2025, except as provided in Section 47.3, below.
- 47.2 If either party wishes to terminate or amend this Agreement, it shall give to the other party, at least ninety (90) days prior to April 30, written notice of intent to terminate or amend.
- 47.3 If neither party gives notice of intent to terminate or amend, this Agreement will continue in full force and effect from year to year, subject to termination or amendment upon at least ninety (90) days written notice by either party to the other party prior to May 1st of any subsequent year.

**[Remainder of this page intentionally left blank. Signatures on next page]**

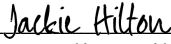
### SIGNATURES TO AGREEMENT

Effective May 1, 2022

**For American Nurses Association**

**For Washington-Baltimore News Guild,  
Local 32035, Communications Workers of  
America-AFL-CIO**


DocuSigned by:

  
\_\_\_\_\_  
Jacqueline Hilton  
Vice President  
ANA Enterprise


DocuSigned by:

  
\_\_\_\_\_  
Eric Geist  
Local Representative  
WBNG

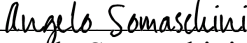
DocuSigned by:

  
\_\_\_\_\_  
Kathy Chappell  
Senior Vice President  
ANCC

DocuSigned by:

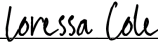
  
\_\_\_\_\_  
Don Griesheimer  
Unit Chair  
WBNG

DocuSigned by:

  
\_\_\_\_\_  
Angelo Somaschini  
Chief General Counsel  
ANA Enterprise

Approved by:

DocuSigned by:

  
\_\_\_\_\_  
Loressa Cole  
Chief Executive Officer  
ANA Enterprise