ARTICLE 5 - WAGES

Section 1. Wage Increases.

(a) Contract Year One. Each employee who is actively employed by NCC as of the effective date of this Agreement and who will not receive a wage increase in 2019 pursuant to the D.C. Living Wage Act (“LWA”) will receive a one and one-fourth percent (1.25%) increase in the employee’s base hourly rate effective the first full pay period after the effective date of this Agreement October 1, 2014.

(b) Contract Year Two. Each employee who is then actively employed by NCC who has not and will not receive a wage increase pursuant to the LWA in 2020 will receive a one and one-half percent (1.5%) increase in the employee’s base hourly rate effective 52 weeks after the effective date of this Agreement October 1, 2015.

(c) Contract Year Three. Each employee who is then actively employed by NCC who has not and will not receive a wage increase pursuant to the LWA in 2021 will receive a two percent (2%) increase in the employee’s base hourly rate effective 104 weeks after the effective date of this Agreement.

(d) D.C. Living Wage Act (“LWA”). All bargaining unit employees will receive no less than the base hourly wage increases specified in this Section; provided, however, that the increase specified in this Section will be applied toward and will not be in addition to any increase which NCC implements as a result of the LWA for any employee whose wage rate is below the LWA rate. For example, if the LWA increase in 2021 is less than two percent (2%) of the employee’s base hourly rate, the employee will receive a base hourly rate increase in the amount of the difference between the employee’s LWA increase and a two percent (2%) increase. If an employee earning $10.00 an hour is to receive a $0.15 increase pursuant to this Section, the $0.15 per hour increase will be counted toward and will not be in addition to any increase implemented as a result of the LWA. NCC will provide the Union with written notice of any wage increases that are implemented as a result of the LWA.

(e) Quality Improvement Network Grant (“QIN”). The provisions set forth in Section 1(d)(i) of this Article shall also apply to any bonus money provided to employees pursuant to a QIN grant or any other grant provided by the office of the State Superintendent of Education (“OSSE”). Such bonus payments will be converted to an hourly rate so that, for example, if an employee receives an annual $2,080.00 bonus as a result of a QIN or other OSSE grant, the employee will be considered to have been provided a ten cent ($0.10) increase in his base hourly rate and any increase they would receive pursuant to Section 1(a)-(c) will be reduced by that amount.

Section 2. Job Classifications.

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

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

Employees who travel with individuals who receive NCC’s services on trips as defined by NCC will receive the same per diem payments as employees generally. NCC may change or eliminate these per diem payments for bargaining unit employees as it does for employees generally.
ARTICLE 7 - VACATION LEAVE

Section 1. Eligibility.

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

Section 2. Vacation Pay.

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

Section 3. Vacation Accumulation.

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

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

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

Section 4. Use of Vacation.

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

(b) Notwithstanding any other NCC policies to the contrary, employees shall have up to twelve (12) months to use vacation hours after accumulating them. Employees may carry over accumulated, unused vacation leave up to a maximum of one hundred twenty (120) hours. Any accumulated vacation hours over the maximum of one hundred twenty (120) which are not used within twelve (12) months of the date on which they were accumulated will be paid out subject to the provisions of this Article.
employees who have in excess of one hundred twenty (120) vacation hours as of the effective date of this Agreement will have twelve (12) months from the effective date of this Agreement to use any hours in excess of the one hundred twenty (120), bringing their total to one hundred twenty (120) hours or below. During this period, employees will continue to accrue leave in accordance with Section 3 of this Article, and approval for leave shall not be unreasonably denied.

Section 5. Payment of Accumulated Vacation Upon Termination.

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

(b) An employee who resigns or is terminated after he has completed his initial probationary period (as defined in Article 4) will be paid accumulated, unused vacation up to a maximum of two hundred and forty (240) one hundred twenty (120) hours.

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

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

After the initial twelve (12) months, employees who have made two written requests to use vacation leave that were denied for reasons other than staffing levels will be given an additional ninety (90) days to use leave in excess of one hundred twenty (120) hours. Unused leave will be paid at one hundred (100) percent at the conclusion of the additional ninety (90) days.

Section 7. NCC Policies and Procedures.

Matters relating to vacation which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employee
ARTICLE 8 - SICK LEAVE

Section 1. Eligibility.

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

Section 2. Paid Sick Leave.

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

Section 3. Sick Leave Accumulation.

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

Eligible school calendar year employees accrue a total of ten (10) sick days per year after having satisfactorily completed thirty (30) days of continuous employment.

Section 4. Sick Leave Carry Over.

Eligible employees may carry over a maximum of two hundred and forty (240) one hundred twenty (120) hours from year to year; provided, however, any employee who has accumulated more than two hundred forty (240) one hundred twenty (120) hours of sick leave as of the effective date of this Agreement will not lose any accumulated sick leave as a result of this Agreement, but they will not resume earning sick leave until their accumulated sick leave balance is less than two hundred and forty (240) one hundred twenty (120) hours, unless otherwise required by law.

Section 5. Use of Sick Leave.

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

Section 6. Payment of Accumulated Sick Leave Upon Termination.

Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.
Section 7. NCC Policies and Procedures.

Matters relating to sick leave which are not specifically addressed in this Article shall be governed by applicable NCC policies and procedures, which NCC may change for bargaining unit employees as it changes them for employees generally.
ARTICLE 26 - PERFORMANCE EVALUATIONS

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

An employee who is, in NCC’s judgment, performing at an unsatisfactory level will be provided with a performance improvement plan of sixty (60) days so that the employee will have an opportunity for improvement, which period may be extended with the Union’s approval, which will not be unreasonably withheld. During this sixty (60) day period, and to provide the employee with ample opportunity for improvement, NCC will provide feedback to the employee twice in the first thirty (30) days and twice in the last thirty (30) days and during which will advise the employee will be advised of his progress (or lack thereof). The last feedback meeting will be no less than fourteen (14) days prior to the end of the sixty (60) day period. Except in circumstances in which the employee has violated a rule of conduct or engaged in behavior which warrants immediate termination, the employee will not be terminated from employment during this sixty (60) day period.

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

Employees may provide a written response to a performance evaluation within seven (7) working days of receiving it. Such response will become and remain a part of the employee’s Human Resources Department personnel file as long as the evaluation is a part of such file. An employee shall receive a copy of his performance evaluation in accordance with Article 25, Personnel Files.

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

The content of performance evaluations is not subject to the grievance and arbitration provisions of this Agreement unless an employee is disciplined or demoted as a result of the evaluation.
ARTICLE 38 - REDUCTION IN FORCE, LAYOFF, & RECALL

Section 1. Definition.

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

Section 2. Manner of Reductions in Force/Layoffs.

In implementing reductions in force or layoffs, temporary employees will be severed prior to regular employees. **Regular employees will be selected for layoff or for a reduction in force within the affected program (as defined by NCC) based on a comparison of their performance, skills and abilities as reflected in at least one performance evaluation and any discipline they have received in the previous twenty-four (24) months. Where in NCC’s judgment the performance of employees is substantially equal, the least senior employee will be laid off or reduced; otherwise, the order of layoff or reduction will be based on NCC’s assessment of the employees’ performance, skills and abilities. Selection among the regular employees will be by classification seniority within the affected program, as defined by NCC. Employees so affected may not displace a less senior employee in another program.**

Section 3. Notification.

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

Section 4. Recall.

Employees shall be recalled in reverse order of their reduction in force or layoff.
ARTICLE 49 - DURATION OF AGREEMENT

Section 1. Duration Of Agreement.

This Agreement shall become effective at Midnight on [beginning of first full pay period after ratification] December 7, 2014 and shall continue in effect until and including 11:59 p.m. on [three (3) years from effective date] December 6, 2017 (“Expiration Date”). If neither party provides the sixty (60) day notice specified in Section 2 below, this Agreement shall continue in effect from year to year thereafter.

Section 2. Notice To Negotiate & Continuance Of Agreement.

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

Section 3. Termination Of Agreement.

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

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

Section 4. No Vested Interest Acquired By Employees.

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

Section 1.1: Geographical Locations

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

Early Learning Center and SE School
3400 MLK Martin Luther King, Jr. Ave. SE
Washington, DC 20032

SE School
3400 MLK Martin Luther King, Jr. Ave. SE
Washington, DC 20032

NW School
201 Rittenhouse St., NW
Washington, DC 20011

210 Sheridan
210 Sheridan St., NW
Washington, DC 20011

NW Main Campus
6200 Second Street, NW
Washington, DC 20011

Maryland School
410 A University Blvd.,
Silver Spring, MD 20901

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

Aspen House
6809 9th St. NW
Washington, DC 20012

Takoma House
7415 Wildwood Drive
Takoma Park, MD 20912

Gallatin House
1501 Gallatin St., NE
Washington, DC 20017

Fox House
5026 Fox St.
College Park, MD 20740

Berwyn House
8606 57th Ave.
Berwyn Heights, MD 20740

Stepping Stone
7000 21st Ave.
Hyattsville, MD 20783

Adelphi House
3015 Silver Lake Ct.
Adelphi, MD 20783

Twin Towers
1110 Fidler Lane
Silver Spring, MD 20910

Adult Day Program Employment and Transitional Services
410 University Blvd. 210 Sheridan Street, NW
Silver Spring, MD 20901 Washington, DC 20011

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

Summit Hills
8502 16th Street
Silver Spring, MD 20910

Cloisters Apartments
Michigan Avenue NW
Washington, DC 20011

Avondale House
2003 Woodreeve Road
Hyattsville, MD 20782

Post Park Apartments
3300 East West Highway
Hyattsville, MD 20782

Ft. Totten Apartments
350 Galloway Street
Washington, DC 20011
NCC Career Academy
6200 Second Street, NW
Washington, DC 20011

Ellicott House
4849 Connecticut Ave. NW
Washington, DC 20017

The Bowen
14909 Health Center Drive
Bowie, MD 20783

Daniels Run
9220 Edwards Way
Adelphi, MD 20783

Warwick
1131 University Blvd W
Silver Spring, MD 20902

Campus Garden
7931 Riggs Road
Adelphi, MD 20783

Charter House
1316 Fenwick Lane
Silver Spring, MD 20910

Lerner University Sq.
122 Westway #T2
Greenbelt, MD 20770

Highview
Highview Terrace
Hyattsville, MD 20782