



1201 16th St, N.W. | Washington, DC 20036 | Phone: (202) 833-4000

Rebecca S. Pringle
President

Princess R. Moss
Vice President

Noel Candelaria
Secretary-Treasurer

Kim A. Anderson
Executive Director

VIA EMAIL READ RECEIPT

July 7, 2024

Robin McLean, President
NEA Staff Organization
1201 16th St. N.W., Suite 717
Washington, D.C. 20036

Dear Ms. McLean:

On June 20, NEASO commenced the first of a planned series of partial and intermittent strikes against NEA. From July 5 to 7, NEASO engaged in a second unprotected intermittent strike that began during the second day of the Representative Assembly and ran through the end of the proceedings, thereby shutting down the Representative Assembly, interrupting officer elections and depriving our member-elected Delegates from completing voting and other vital work for the governance of NEA. I am writing to give you notice of the actions NEA has decided to take in response to these extremely destructive actions. As NEA members and students across the country prepare to go back to school, we cannot allow NEASO to continue disrupting the work of our members through intermittent unprotected strikes under the NLRA.

Over NEA's history, NEA staff and leaders have come together across races and our many different backgrounds to create a better life for our members, our students, and our staff. We have moved forward NEA's work on many fronts, including our work for racial and social justice. That work has never been more critical and there were several actions that would have occurred at this year's Representative Assembly, which would have advanced that work even further. But by its actions, the leadership of NEASO stopped that work from proceeding and instead engaged in personal attacks intended to sow division and discord at a time when we all need to come together to save our very democracy.

It is well established that "hit-and-run" strike activity of the kind engaged in by NEASO does not enjoy the protections of the National Labor Relations Act (NLRA).¹ It is also well established that the NLRA fully authorizes employers to engage in defensive lockouts, particularly when done in response to disruptive and unprotected intermittent strike activity.²

¹ See *Auto Workers Local 232 v. Wisc. Employment Relations Bd.*, 336 U.S. 245 (1949); *Walmart Stores, Inc.*, 368 NLRB No. 24 (2019); *Pacific Tel. & Tel. Co.*, 107 NLRB 1547 (1954).

² See *American Ship Building Co. v. NLRB*, 379 U.S. 814 (1964); *Central Ill. Public Serv. Co.*, 326 NLRB 928 (1998), *rev. denied*, 215 F.3d 11 (D.C. Cir. 2000); *Darling & Co.*, 171 NLRB 801 (1968), *enforced*, 418 F.2d 1208 (D.C. Cir. 1969).

Accordingly, to safeguard NEA's operations against further disruptive and unprotected work stoppages, I am providing you notice that NEA is exercising its right to lock out the employees in the NEASO-represented unit, effective immediately. Members of the NEASO bargaining therefore should not report for work on Monday July 8. All pay and benefits associated with employment with NEA cease with this protective lockout. Bargaining-unit employees will receive notices related to COBRA and any other benefit information. Your NEA Medical, Dental, and Healthcare FSA coverage under the Plan will end on July 31, 2024

I am also providing you with notice of the condition that must be met in order to end the lockout: NEASO must accept and ratify the contract offer presented to you on July 4, 2024, or otherwise reach and ratify an agreement with NEA on a new contract through further good-faith negotiations.

NEA has not made the decision to initiate a defensive lockout in the face of NEASO's unprotected "hit-and-run" strike activity lightly. NEASO's disruption of the Representative Assembly was unprecedented and was calculated, and in fact did, deeply harm NEA's leaders, elected delegates, and affiliates. NEA cannot allow NEASO to act again in a way that will bring such lasting harm to our members and our organization. We are, and have always been, committed both to our union values and to the importance of conducting ourselves as a model employer. At the same time, as fiduciaries to the Association and its members, we are charged with being good stewards of the resources provided by the dues our hardworking members. As NEA has explained throughout the course of negotiations, NEA is negotiating on behalf of the Association's elected leadership who speak for NEA's members, while also balancing the needs of the staff dedicated to supporting those members.

NEA's July 4, 2024, proposal is faithful to the organization's values and provides a fair and sustainable path for the organization and its valued employees. I will recap some of the proposal's primary points here, so there can be no mistake about how it will benefit NEASO's members.

First, the July 4 proposal makes substantial increases in compensation.

- In **Year 1** of the contract, employees will move one step on the salary schedule on their anniversary date, and each step will have an additional \$1,500 added effective June 1. For those employees at the top step, an additional \$1,000 will be added to the top step effective June 1.
- In **Year 2** of the contract, employees will move one step on the salary schedule on their anniversary date, and each step will have an additional \$1,500 added effective June 1. For those employees at the top step, an additional \$1,250 will be paid to the employee as a one-time bonus in June.
- In **Year 3** of the contract, each step will have an additional \$1,500 added effective June 1. For those employees at the top step, an additional \$1,500 will be paid to the employee as a one-time bonus in June.
- All employees will receive a one-time payment of \$2,500.
- At the conclusion of the proposed three-year agreement, the average NEASO salary would move from \$124,004 to \$133,218, for an average increase of 7.43% over the life of the contract.

Second, the July 4 proposal maintains the principles of telework within the term of a successor agreement. It allows for staff who were offered a position with regular 100% telework to continue to do so. It also allows for positions, deemed by NEA to warrant such 100% telework, to be offered in the future.

Third, the July 4 proposal incorporates the parties' tentative agreements on a number of important items, including:

- Clarifying the role of Center or Department representatives at JLMCs to enhance collaboration opportunities.
- Expanding the protected classes covered by the parties' non-discrimination article.
- Codifying steps that may be taken to prevent disciplinary action.
- Providing a staff member subject to investigation with notice of the investigation.
- Shortening the amount of time disciplinary records are maintained in an employee's file.
- Creating a committee, including a third party, to review data on disciplinary actions.
- Increasing the allotment of union time for NEASO activities.
- Ensuring that the pension multiplier will be increased if the multiplier for NEAMAC is increased.
- Streamlining the grievance procedure and making the initial steps solution-oriented.

Finally, the July 4 proposal includes the following concessions to NEASO and increases in benefits:

- Reduction of term staff from eight (8) percent to seven (7) percent starting in the second year of the CBA.
- Increasing the rate at which eligible staff members earn compensatory time off from a ratio of one hour for every two hours work in excess of seventy-five hours to a rate of one hour for every 1.5 hours worked for the first twenty hours in a contract year and then a ratio of one hour for every hour worked over twenty hours.
- Increasing the amount of annual leave that can be carried over from one contract year to another from 300 hours to 350 hours.
- Increasing the amount of annual leave that can be cashed in at 75% from 100 hours to 125 hours. The hours can be cashed in on a monthly basis so long as the total does not exceed 125 hours in a contract year.
- Increasing fully paid new parent leave from 6 weeks to 8 weeks.
- Increasing the travel credit allowance from \$50 per overnight to \$90 per overnight, starting from the first overnight, rather than the tenth.
- Salary computations related to promotions will reflect an increase of 9% rather than 8% and all overtime actually earned in the previous twelve months will be factored into the computation.
- Committing NEA's staff professional development to the cause of dismantling systemic racism.
- Increasing the amount of professional development funds to be used for the repayment of student loans from \$200 to \$400 per month.
- Creating two additional leadership and learning opportunities: 1) where a staff member commits to the transfer of knowledge from a vendor (with a successful staff member receiving a one-time stipend of \$1,000), and 2) where a staff member takes the lead on a program initiative (with a staff member receiving a salary differential of 6%).

- No changes to employee health care.
- Increasing eyewear benefits from \$800 per contract term to \$900.
- Increasing the frequency of indoor air quality assessments to every six months.
- Instituting a parking reservation system to allow all staff members to park in the NEA HQ garage at no cost to those employees who elect to receive a parking permit in lieu of other commuter benefits. 70 spaces will be allocated for NEASO represented staff.
- Increasing the amount of commuter transit subsidies from \$120 to the current IRS allowable rate, which is currently over \$300.
- Expanding the bike commuter benefit to include scooters and increasing the rate to \$180 per year.
- Changing technology benefits from a taxable reimbursement system with a limit of \$1,500 over the term of the contract to a taxable stipend of \$2,100 provided to staff in six equal increments over the life of the contract.
- Agreement to work together to recommend a system for identifying, vetting and reporting on consulting work that overlaps with NEASO bargaining unit work.

We recognize that this offer does not contain everything that NEASO or NEA wishes it could. However, it does reflect NEA's sincere efforts to operate in a responsible, sustainable, and equitable manner.

As stated above, this defensive lockout will cease upon the ratification of the July 4, 2024, proposal or otherwise reaching and ratifying a new contract through further good-faith negotiations. As both parties must ratify this agreement and it will go into effect within two pay periods of the ratification, no earlier than August 1, 2024, and will expire three years later. NEA reiterates that it has offered to continue negotiating on any of the following dates: July 9, 10, 17, 18, 19, 22, 23, 24, 25, and 31. NEA further reiterates the request to jointly engage our assigned federal mediator to assist the parties in coming to a resolution.

Sincerely,

Kim Anderson
Executive Director
National Education Association

cc: NEASO bargaining unit
Michael Mignano