

**AGREEMENT BETWEEN**

**AMNESTY INTERNATIONAL USA, INC.**

**AND**

**COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1180**

**July 1, 2018  
to  
June 30, 2021**

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## **Preamble**

Amnesty International USA, Inc. ("Employer") and the Communications Workers of America, Local 1180 ("Union") agree to promote the dignity of all employees both in and outside the bargaining unit and to assure proper mutual respect and dignity in accordance with the Universal Declaration of Human Rights ("UDHR") and the laws of the United States. In order to achieve those and other mutually desirable goals, the parties agree to the following collective bargaining agreement.

## **Agreement**

This AGREEMENT made and entered into as of 1<sup>st</sup> day of July 2018 by and between Amnesty International USA, Inc. ("Employer") and the Communications Workers of America, Local 1180 ("Union"), as the sole collective bargaining agent of all Employees as hereinafter defined in Article 1 hereof.

## **Article 1**

### **Recognition and Definitions**

A. **Recognition.** In accordance with the card check conducted by the American Arbitration Association of June 19, 2009, and the provisions of the National Labor Relations Act ("Act"), the Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all regular full-time and regular part-time clerical employees and professional employees employed by the Employer in the classifications described in Article 1 § G , but excluding all other classifications, consultants, casual employees, canvassers, seasonal employees, interns, volunteers, work-study students, temporary employees, managerial employees, confidential employees, and guards and supervisors as defined in the National Labor Relations Act.

B. **Definition of Regular Full-time Employees.** For the purpose of this Agreement, regular full-time employees means those employees, who have satisfactorily completed the probationary period, described in Article 2 in a classification covered by this Agreement who are scheduled to work at least thirty-five (35) hours per week on a regular and continuous basis.

C. **Definition of Regular Part-Time Employees.** For the purpose of this Agreement, regular part-time employees means those employees who have satisfactorily completed the probationary period described in Article 2 in a classification covered by this Agreement who are regularly scheduled to work at least twenty-one (21) hours or more per week but less than thirty-five (35) hours per week. Unless otherwise provided in the Agreement, regular part-time employees shall be ineligible to receive or accrue a benefit under this Agreement. When part-time employees are provided benefits in the Agreement, the amount of the Employer's contribution or benefit will be determined pro rata on the basis

of the part-time employee's regularly scheduled hours, regardless of the number of hours actually worked, as a percentage of (35) hours. Employees who work less than twenty-one (21) hours per week shall not be subject to any provisions of this Agreement.

D. Temporary/Fixed Term Employee. An employee who is hired for only a limited period of time not to exceed one year to substitute for one or more regular full-time or regular part-time employees during their absence or is hired for a job which is of limited duration shall be considered a temporary employee. Such an employee shall not be subject to any provisions of this Agreement.

E. Volunteer/Intern/Fellows. An individual who performs bargaining unit work on an unpaid or stipend basis for the individual's own purposes, which includes but is not limited to meeting educational requirements or expectations for a degree being pursued by the individual, and/or providing support for human rights initiatives/causes. Such individual shall not be subject to any provisions of this Agreement.

F. Non-Exempt Employees. When the term "non-exempt employees" is used, it is intended to refer to those employees who are not exempt under the Fair Labor Standards Act and entitled to overtime thereunder.

G. Definition of Bargaining Unit Employee. A bargaining unit employee is an employee who is covered by this Agreement and bargaining unit status pertains to the employee's position. To qualify as a bargaining unit employee, the employee's position must meet all of the following conditions:

- 1) The employee's position is classified as regular part-time or regular full-time by the Employer;
- 2) The employee's position is assigned to Level 1 to 6 of the salary structure in the AIUSA Career Guide enacted January 1, 2015;
- 3) The employee's position does not have supervisory or managerial responsibilities;
- 4) The employee's role or duties do not involve any personnel or confidential information; and
- 5) The employee's position is not covered under another collective bargaining agreement.

H. When used herein the title "Executive Director" shall include his/her designee.

I. When used herein, the phrase "AIUSA Career Guide" shall represent the salary structure approved by the Board of Directors in December 2014.

## **Article 2**

### **Probationary Period**

Any newly hired employee, including a former employee rehired without seniority, shall be deemed to be a probationary employee for a period of six (6) continuous months of service uninterrupted by any type of service break from the date of his/her most recent hire. The employer may extend the probationary period of such employee for an additional two (2) months with the agreement of the shop steward(s). The employer shall give the shop steward(s) and the affected employee notice of its desire to extend the probation period and the length of the extension. If the shop steward(s) fails to respond to the notice by the close of business on the fifth working day, the extension will be deemed agreed upon and approved. If the probationary period is extended, written notice will be given to the employee prior to the end of the original probationary period. During his or her probationary period or any extension thereof, a probationary employee may be disciplined or discharged in the sole discretion of the Employer without regard to just cause, and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period, an employee's seniority shall start with his or her most recent date of full-time or part-time hire by the Employer.

## **Article 3**

### **Temporary/Fixed Term Employees**

As Provided by Article 1, § D, a temporary/fixed term employee shall not be subject to any provision of this Agreement. Once a temporary/fixed term employee is employed for one (1) year on a continuous basis in one or more jobs, the employee shall no longer be considered temporary and be included in the bargaining unit. The employee shall be required to complete a probation period as set forth in Article 2. In determining the length of the probation period to be served, the employee shall be credited with the time served in the position held at the time the employee becomes a member of the bargaining unit. If the employee has been in that position for longer than six (6) months, the employee will be deemed to have satisfactorily completed his/her probation period.

## **Article 4**

### **Equal Employment Opportunity**

A. The Employer and the Union agree not to discriminate on the basis of race, color, religion, sex, national origin, disability, age, gender, sexual orientation/LGBT identity (which includes affectional preference, same sex partnership status, gender identity or expression), military status, marital status or union membership.

B. For the purposes of the Article, all the terms contained in section A above shall be interpreted as defined by law. If the terms gender identity and gender expression are not defined under law, then the terms shall have the following meanings:

1. Gender identity refers to a person's innate, deeply felt psychological identification as male, female, or some other gender which may or may not correspond to the person's designated sex at birth (meaning the sex originally listed on an individual's birth certificate).

2. Gender expression refers to all of the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, grooming and mannerisms.

C. If at any time an employee files a claim of discrimination with any state or federal agency or court, the employee thereby waives the right to bring or maintain a grievance or arbitration over the subject matter of that claim, and any grievance or arbitration proceedings concerning that claim which are occurring or which may already have taken place shall be terminated and any obligation imposed upon the Employer shall be rendered null and void.

## **Article 5**

### **Union Security**

#### **A. Union Membership or Agency Fee**

1. All present employees, who are members of the Union on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as condition of employment. All employees covered by this Agreement who are not currently members of the Union and all future hires shall within 30 days of hire or within 30 days of the effective date of this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (a) acquire and maintain membership in the Union in good standing, or (b) tender to the Union an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union.

2. Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employees shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the service fee provided in section A(1)(b) above to a charity jointly agreed upon by the Employer, the Union and the employee involved. Upon request by the Union, the Employer shall be required to furnish satisfactory evidence that such deductions are being made and transmitted to the appropriate charity.

3. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 5, § A, said employee shall be terminated within 30 working days after receipt of notification unless the employee has complied with the conditions of Article 5, § A.

B. The Employer will deduct Union dues and initiation fees or agency fee in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership or fee allowed by law in lieu of dues upon receipt of a payroll deduction authorization. Such deductions shall be made in each payroll period and shall be remitted to the Union on a monthly basis. The Union shall provide the Employer with at least 30 days' notice of any changes in the dues or agency fees to be deducted.

C. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Employer for the purpose of complying with this Article.

## **Article 6**

### **Union Business**

A. Bulletin Board. The Union shall have the use of a bulletin board in each office designated by the Employer for the posting of union notices.

B. Union Visitation. Upon prior approval of the Executive Director, a duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purpose of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business as long as it does not interfere with the job responsibilities of the employees. Such approval shall not be unreasonably denied.

C. Stewards. The Union shall provide the Employer with the names of the shop stewards for the purpose of conducting routine Union business. The shop stewards shall be permitted reasonable time for the performance of their duties provided that such duties do not interfere with the operations of the Employer or the performance by the shop stewards of his/her duties as an employee of the Employer. In the event that there is a required meeting with the Employer, the Union may be represented at the meeting by the same number of individuals representing management.

D. List of Employees. When a new employee is hired in a bargaining unit position, the Employer shall supply the shop steward(s) with an email notification. Additionally, upon request the Employer shall supply the Union with a list of all bargaining unit employees, showing date of hire and rate of pay, up to twice per calendar year.

## **Article 7**

### **Management Rights**

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Employer, all rights, function and prerogatives of the management of the Employer formerly exercised or exercisable by it remain vested exclusively in the Employer. Without limiting the generality of the foregoing, the Employer specifically reserves to itself full control of the management, personnel and conduct of its operations, including but not limited to the following rights: to make any and all decisions relating to programs, budgets, and staffing; to determine and/or modify the strategic direction of the organization; to determine the hours, schedule and assign work; to direct the work force; to determine employee qualification and evaluate competency; to determine the quality, productivity, work load and quantity of work to be performed; to establish and require standards/rules of performance and conduct; to determine proper staffing; to determine job content; to discontinue jobs; to determine methods and procedures; to determine programs; to determine the issues to be pursued; to select those with whom the Employer will do business; to initiate, continue or discontinue training, or educational programs; to hire and promote employees; to suspend, demote, discharge or otherwise discipline employees for just cause; to transfer employees on a temporary or permanent basis between programs ; to increase hours of work; to reduce hours or lay off employees for lack of work, lack of funding, change of programmatic priorities, reorganization or for other reasons; to require overtime; to promulgate and enforce all rules and policies set forth in a public manual available to all staff respecting operations, efficiency, safety measures and other matters; to determine all equipment to be used and the utilization of all physical facilities; to implement new equipment, methods and facilities; to subcontract work; to utilize the services of auxiliary employees, interns, students, fellows, temporary employees, volunteers, or consultants to perform work covered by this Agreement; to pay wages and/or wage increases in excess of the minimum set forth herein; to decide the number and location of its facilities; to move or remove the Employer or any of its parts to other areas; and to extend, maintain, curtail, or terminate all or any part of the Employer's operations or facilities. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **Article 8**

### **No Strike/No Lockout**

A. The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-down, picketing, demonstrations, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Employer or the threat of such actions.

B. The Employer may take disciplinary action, up to and including discharge, against any employee who instigates, participates in or gives leadership to any activity prohibited in this Article.

C. No officer or representative of the Union shall authorize, instigate, aid, encourage, abet, participate in, or condone any of the activities set forth in section A of this Article.

D. In the event of any unauthorized strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-down, picketing, demonstrations, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Employer, the Union will take every reasonable action to effect a cessation of such unauthorized activity without delay.

E. The Employer agrees that there shall be no lockout of employees.

## **Article 9**

### **Discharge and Discipline**

A. No employee covered by this Agreement shall be disciplined or discharged except for just cause, with the exception that during his or her probationary period an employee may be disciplined or discharged without regard to just cause and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement.

B. Just cause under this Article shall include but shall not be limited to insubordination, use or possession of a controlled substance, violation of the Employer's established rules, codes or policies, theft of Employer property, false claims submitted to the Employer, and the Employer's judgment, exercised in good faith, that an employee's skill, ability, performance or attendance are unsatisfactory. The Employer shall practice the principles of progressive discipline for skill, ability, performance and attendance issues as set forth in the policy manual.

## **Article 10**

### **Grievance and Arbitration Procedure**

A. For the purposes of this Agreement, a grievance is defined as any dispute or difference as to the meaning or application of this Agreement which arises during the term of this Agreement between the employees, the Union and the Employer. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to the grievance procedure or to arbitration.

The parties recognize that day-to-day problems may be discussed and resolved between the employee and the employee's immediate supervisor. Such informal settlements are encouraged. However, no such agreement or settlement shall be contrary to the provisions of this Agreement or infringe upon the rights under this Agreement of either any other employee or the Employer. Whether or not such informal discussions take place shall have no effect on the time limits set forth below. It is further understood that the various time limits set forth below may be extended only by the mutual written agreement of the Union and the Employer.

Step 1. The aggrieved employee, with or without his or her Union representative, shall take up the grievance, which shall be in writing, with his or her immediate supervisor and the Deputy Executive Director for his or her department, or his or her designee, within thirty (30) workdays after the circumstances giving rise to the grievance first occurred or the employee knew or should have known of said circumstances. A meeting will be held within ten (10) workdays after receipt of the grievance. The supervisor shall give his or her written answer within ten (10) workdays following the meeting.

Step 2. If settlement is not reached in Step 1, then the grievance shall be presented in writing by the Union representative to the Executive Director within ten (10) workdays after the conclusion of Step 1. A meeting will be held within ten (10) workdays after receipt of the grievance. Within ten (10) workdays after the meeting, the Executive Director will give the Employer's answer in writing.

Step 3. If settlement is not reached in Step 2, then either party may by written notice to the other submit the grievance to arbitration, provided that such notice is given within fifteen (15) workdays after the Employer has given its decision in Step 2. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract, from, modify, change or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance. The fees and other charges of the arbitrator shall be divided equally between the parties.

B. The Employer shall have the right to utilize the grievance and arbitration procedure with respect to any grievance which the Employer may have against the Union or any of its members. Such an action shall be initiated by a letter from the Employer to the Union.

C. The meetings at Steps 1 and 2 shall be conducted on the employer's premises on work time. The grievant and steward shall be excused from work to participate in the meeting. Any necessary and relevant witness shall be excused from work for the time required to provide his/her statement at the meeting.

D. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any written extension which may have been agreed to, may be referred to the next step in the grievance procedure. It is agreed that the time limit for filing at Steps 2 and 3 shall begin on the date of the Employer's written response. Any grievance not carried to the next step by the Union within the prescribed time limits, or such written

extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition. The term "workdays" wherever used in the Article shall mean and include any calendar day other than a Saturday, Sunday, or holiday.

## **Article 11**

### **Work Schedule**

A. The Employer's payroll week begins on Monday and ends on Sunday. The normal workweek is Monday through Friday. A full-time workweek shall consist of thirty-five (35) hours, and a one (1) hour unpaid meal period each workday. Normally, an employee's work day shall be scheduled between 7 a.m. and 7 p.m. This Article shall not be construed as, and is not a guarantee of, any number of hours of work per day or per week.

B. The Employer shall determine the daily and weekly number of hours and schedule of hours each employee shall work. If required by the operating and programmatic needs of the Employer, the Employer may establish different normal work schedules, hours of work for individual employees outside of the parameters set forth in paragraph A of this Article.

C. If an employee seeks a change in his or her normal work schedule on one or more days, any such change must be requested and approved in advance by the employee's supervisor or the Director of Human Resource or her/his designee. Requests for a flexible schedule or to telecommute will be considered by the Employer under its existing policy.

D. It is recognized and understood that the Employer may require deviations from the employee's regular schedule of work for causes such as, but not limited to, vacation, leaves of absence evening, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this Agreement.

E. Overtime. Non-exempt employees will be paid straight time for all hours worked up to forty (40) hours in a workweek. For all hours worked over forty (40) hours in a workweek, the employee will be paid time and one-half (1½) his/her regular straight time pay. Paid holidays vacation days, personal days and sick days shall be considered hours worked for purposes of computing 40 hours of work (a non-exempt employee's eligibility for overtime). There shall be no pyramiding, compounding or double payment for the same hours worked. Employees are required to work overtime if requested unless excused for good cause. Except for emergencies, overtime can only be authorized by an employee's supervisor or his/her designee in advance.

F. The Union and the Employer acknowledge that the majority of employees covered by this Agreement are professional employees, that it is not possible to prescribe precise hours of work and that is sometimes will be necessary for employees to work in excess of thirty-five (35) hours per week without additional compensation. If requested to work overtime, an employee will be expected to do so unless excused for good cause.

G. Compensatory Time. The Employer will provide exempt employees with compensatory time off in the following circumstances: (i) for travel and/or attendance at meetings on weekends or holidays; (ii) travel and/or attendance at meetings outside the employee's regular work hours which are not a routine part of the employee's usual job responsibilities; (iii) substantial amount of work (four (4) hours or more) that is required by the employee's manager/supervisor to be completed outside of regular work hours. To receive compensatory time under (i), (ii) or (iii), the employee's supervisor must confirm in advance before the work is performed, by email from the manager/supervisor to the employee with a copy to Human Resources, that work and/or travel outside the employee's regular work responsibilities or hours is required. If an employee travels for work and is away from home for three (3) or more week nights, the employee shall be entitled to one half (1/2) day of compensatory time.

Compensatory time must be used within two (2) months of the day it is earned. Use of comp time must be approved by the employee's managers/supervisors, who will be expected to support staff requests to utilize comp time. If an employee is unable to use compensatory time within the two (2) month period due to heavy workload, an extension may be granted by the supervisor/manager and the Director of Human Resources for up to one (1) additional month. If the compensatory time is not used by the end of the extension, the compensatory time will be lost.

All compensatory time must be recorded within the appropriate time period on the electronic timesheet system. Compensatory time will be denied if the employee fails to record such time and/or fails to obtain advance written supervisory confirmation of the required work. Upon an employee's resignation from employment, the employee's manager/supervisor should work with the employee to enable the use of any accrued compensatory time before termination.

## **Article 12**

### **Job Openings**

A. Whenever a vacancy in a bargaining unit position occurs which the Employer determines will be filled, either by an employee vacating a regular position or a new regular position being created based on business needs, a notice of such vacancy will be posted on the intranet for a period of ten (10) workdays. Employees interested in applying for such posted positions should apply through the standard procedure within the posting period. This provision shall in no way limit the Employer's right to seek applicants from any outside source.

B. The determination as to whether any employee is more or less qualified to fill a vacancy than an applicant for employment and his or her entitlement to a position, or as to the relative qualifications, experience and performance between two or more employees shall rest with the Employer. If the Employer determines that the relative qualifications, experience and performance between two or more employees are equal, then the employee with the most seniority shall be given the position. The Employer's determination shall be final and shall not be subject to the grievance and arbitration procedure set forth in Article 10.

## **Article 13**

### **Job Descriptions**

A. Job descriptions are guides to the general duties of the position. The duties listed in the job description are not to be construed as a limitation on the Employer's right to assign work. In the event that an employee feels their job description does not accurately reflect their role and responsibilities, the employee may request a review of their job description with the Director of Human Resources and their supervisor to determine whether the job description needs to be adjusted.

B. In the event that the Employer chooses to reassign or substantially alter an employee's assigned duties, the employee may request a meeting with the Employer and the Union to confer over the impact of the new duties. In the event such change substantially increases the employee's overall workload and/or degree of responsibility, the Union may request an adjustment in the employee's compensation, which the Employer shall discuss in good faith, provided that neither such request nor the Employer's response shall be subject to the Grievance and Arbitration Procedures.

## **Article 14**

### **Performance Evaluations**

A. Employees shall receive annual performance evaluations based upon the job duties and performance indicators previously established. If the Employer does not conduct an annual performance evaluation, an employee may assume that his/her performance is satisfactory unless the employee has received written notice or discipline to the contrary.

B. Employees shall be permitted to view the contents of their personnel file once a year during regular business hours. The employee must request such inspection in writing (email is acceptable) from the Human Resources department which will provide the information within two (2) weeks of the written notice. The Employer agrees to make the entire contents of the employee's personnel file available for inspection regardless of the employee's location.

C. Employees shall be entitled to respond to any adverse information contained in an evaluation or document placed in his/her personnel file.

D. Performance Improvement Plans – In the event of an employee not meeting expectations, the employee may be placed on a Performance Improvement Plan (PIP) at the discretion of the manager.

1. The PIP shall identify performance issues, based on job description and collaboratively created workplan, that require correction and include a written plan of action with specific measurable indicators decided upon by the manager and employee to guide the improvement or corrective action, by use of a standardized template provided by HR.

2. The PIP period shall include of a minimum of one meeting per month between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.

3. If a manager leaves in the middle of a PIP, the PIP shall be considered on hold and any subsequent performance concerns shall be addressed by a new manager after at least thirty (30) days of managing said employee.

## **Article 15**

### **Conflict of Interest**

A. Upon request, employees on an annual and on-going basis shall disclose to the Employer any outside paid or unpaid affiliations, employment or consulting work.

B. The Employer reserves the right, as a condition of employment, to limit the outside paid or unpaid affiliations, employment or consultation work of any employee which the Employer determines poses an actual or appearance of a conflict of interest with the work and interests of the Employer.

C. The Executive Director may regulate, limit or prohibit any activity or actions of an employee where such activity or actions may result in a conflict of interest, violation of professional ethics or unfavorable reflection on the Employer in the community.

## **Article 16**

### **Staff Development**

A. Professional Development. When appropriate or relevant, opportunities for professional development shall be encouraged by the Employer particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend particular training, the Employer shall pay the cost. All such trainings must be approved by Human Resources in advance.

B. Annual Training. Annually, the Employer will provide one hour of training on one or more topics related to Equal Employment Opportunity, Harassment, Anti-Oppression, or Diversity.

## **Article 17**

### **Jury Duty**

Any employee who is absent from scheduled work with the Employer for jury duty shall receive the difference between what the employee would have earned at his or her regular salary rate of pay had s/he been at work and the payment received for such jury duty provided: (i) the employee furnishes the Employer with a copy of his/her call for jury

duty service as soon as practical after receipt; (ii) the employee provides the Employer with confirmation of his/her attendance and jury pay from the court wherein s/he served as a juror and (iii) the employee reports for work on a regularly scheduled workday when s/he is excused from jury duty at such time as will permit the employee to return to work.

## Article 18

### Holidays

A. All regular full-time employees shall receive the following paid holidays as provided herein. All ten (10) paid holidays shall be with pay at the regular full-time employee's salary rate. All holidays will be observed on the day recognized under state law.

<p>New Year's Day Martin Luther King Day Presidents' Day Memorial Day Independence Day</p>	<p>Labor Day Indigenous Peoples Day Thanksgiving Day Day after Thanksgiving Christmas Day</p>
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B. A regular part-time employee shall be entitled to holiday pay on a pro rata basis provided in Article 1, § C.

C. Any hourly non-exempt employee required to work on one of the above holidays shall be paid time and one-half (1 ½) for the hours worked on the holiday and holiday pay equal to his or her regularly scheduled hours on the holiday.

D. In the event that a holiday falls during an employee's paid vacation, the employee shall be given a day off, equal to his/her regularly scheduled hours on the holiday, at a later date which is mutually agreeable to the Employer and the employee. The employee has the obligation to ensure that the day off is scheduled and taken as soon as possible, but no later than two (2) months following the holiday. If an employee is sick on a holiday, the holiday will be charged to holiday pay, and will not be charged to sick leave.

E. Except as provided in Section D of this Article, all employees must work all of the workdays during the week in which a holiday occurs unless excused by the Employer.

F. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, any other unpaid time off, following an employee's last day of work as a result of layoff, resignation or discharge.

## **Article 19**

### **Sick Leave**

All full-time employees and regular part-time employees who are absent from work on account of personal illness or accident shall be entitled to receive sick leave pay for each workday missed on account of any such illness or accident, subject to the following conditions:

A. Sick leave shall be paid at the employee's current regularly salary rate but without duplication of payments required under any law including worker's compensation. An eligible employee shall receive sick pay for the number of regularly scheduled hours in each scheduled workday that the employee is absent from work on account of personal illness or accident until the employee has received the total amount of sick pay to which he or she is entitled hereunder.

B. A regular full-time employee, who is employed on January 1 of a year, shall be credited with ten (10) days of paid sick leave for the year. A regular part-time employee, who is employed on January 1 of a year, shall be credited with sick leave on a prorated basis as provided in Article 1, §C. Any regular full-time or part-time employee hired after January 1 of a year shall receive a proportionate number of sick days based on their date of hire.

C. Sick leave shall be used for the personal illness of the employee, or for necessary medical appointments. In the event that an employee is eligible for short term disability payments, sick leave may be used to make up the difference between the employee's regular pay and payment of short term disability benefits. Any allowable sick leave with pay unused in any one year may be carried over to the next year.

D. In order to be granted sick leave, the employee must modify his/her supervisor as soon as possible and no later than one hour after the employee's normal start time. Sick time must be recorded on the employee's attendance record. The Employer shall have the right to require the employee to provide evidence of sickness or injury from a medical provider satisfactory to the Employer for an absence due to illness or injury provided such a request is reasonable. In addition, the Employer may require an employee to provide evidence satisfactory to the Employer of the employee's ability to return to work and any restrictions or limitations on the employee's ability to perform his/her job upon return.

E. Employees are not entitled to sick leave with pay for any illness or accident occurring while they are on vacation, leave of absence, layoff or any other unpaid time off from work, unless otherwise specified in this Agreement. If an employee is hospitalized for illness or injury while they are on vacation, the employee may substitute paid sick leave for vacations.

F. Any unused sick time shall not be paid upon the separation from or termination of an employee's employment.

## Article 20

### Vacations

A. Regular full-time employees, upon successful completion of their probationary period, shall be entitled to earn paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u># of Days/Year</u>	<u>Accrual per Month</u>
1-2 years	15	1.25 days
2 years and up	20	1.66 days

Employees will earn vacation as set forth above for each full calendar month worked.

B. During the first three (3) months of probation, probationary employees are not entitled to earn paid vacation. Upon successful completion of the first three (3) months of probation, the employee will be credited with vacation at the rate of 1.25 days for each full calendar month worked from his/her date of hire.

C. Regular part-time employees shall be entitled to receive vacation time on a pro-rated basis as provided in Article 1 C subject to the conditions contained in this Article.

D. All vacations must be approved in advance by the employee's supervisor or his/her designee. Paid vacation time should ordinarily be scheduled for full calendar weeks, and in any case, must be taken in no less than whole scheduled work days, unless otherwise approved in advance or required by the Employer. Paid vacation may not be taken until earned.

E. The employee's vacation pay shall be computed on the basis of his/her regular salary at the time s/he begins his vacation.

F. Employees are encouraged to take vacation on an ongoing basis. Employees may carry over accrued, unused vacation days up to the following maximum carryover limits, based on years of service from one calendar year to the following calendar year:

- Up to 1 year of service – maximum 10 days of unused, accrued time
- 1 to 2 years of service – maximum 20 days of unused, accrued time
- 2 or more years of service - maximum 30 days of unused, accrued time

Once an employee has reached the maximum carryover limits as set forth above, no further accruals may occur until the month following the month in which some vacation time is used.

G. Vacation will not be earned during an unpaid leave of absence or any other unpaid absence or while an employee is laid off or using terminal vacation following the employee's employment termination or resignation.

H. Upon termination of employment, an employee shall be paid for unused accrued vacation time up to a maximum of thirty (30) days.

## **Article 21**

### **Personal Days**

Regular full-time employees who are employed on January 1 of a year will be granted seven (7) days per calendar year to attend to personal business. Regular part-time employees, who are employed on January 1 of a year, will be granted personal days on a pro-rated basis as set forth in Article 1, § C. Any regular full or part-time employee hired after January 1 of a year shall receive a proportionate number of personal days based on their date of hire. Time off for personal days must be approved in advance by the employee's immediate supervisor or manager. Personal days must be used within the calendar year in which they are accrued and will not roll forward into the next year. Personal days will not be paid out upon separation from or termination of the employee's employment.

## **Article 22**

### **Bereavement**

Each regular full-time employee shall be entitled to pay for work hours actually lost for up to three (3) days within a reasonable period of time following the death of a person in the immediate family for the purpose of attending the funeral or to take care of such matters necessarily attendant to said death. "Immediate family" shall include spouse, domestic partner, child, child's spouse, parent, grandparent, grandchild, sibling, parent-in-law, sibling-in-law, any relative living in the employee's household or other close family member. In exceptional circumstances, in the event of the death of an individual not mentioned in the categories above, bereavement leave may be approved for other individuals at the discretion of the Human Resources Director or Chief of Staff. Notification of such leave must be given in advance to the employee's supervisor. Leaves for periods longer than three (3) days may be granted at the discretion of the employee's supervisor and the Director of Human Resources or the Chief of Staff. A regular part-time employee shall be entitled to leave with pay on a pro-rata basis as provided in Article 1, § C under the same conditions set forth above.

## **Article 23**

### **Leaves of Absence**

A. FMLA and Military Leave. Leaves of absence (including Family and Medical leave ("FMLA") and military leave) will be granted as required by law.

B. Pay While Receiving Short-Term Disability Payments. In the event that the employee qualifies for short-term disability payments, then the Employer will make up the difference between the amount paid by short-term disability and the employee's regular pay for the period up to twelve (12) weeks or the period the employee qualifies for FMLA leave, whichever is less. Should the employee's leave last longer than the period provided under the FMLA, the employee will be required to use his/her earned/accrued paid time off (sick/personal/comp/vacation).

C. Childcare Leave and Pay. Additional unpaid and paid leave may be granted to employees upon application in the event of the birth or adoption of a child as provided in the Employer's Childcare Pay Policy. The parties agree that upon the execution of this Agreement, the policy regarding childcare leave and pay shall be revised to provide that "[c]hildcare pay will commence when disability benefits (if applicable) have been exhausted and should be requested in advance of the employee's FMLA leave in writing."

D. Sabbatical Leaves. The Employer will provide sabbatical leave pursuant to AIUSA's policy.

## **Article 24**

### **Wages**

A. Classification/Position Grades and Minimums/ Maximums. New positions shall be placed in salary levels by evaluating the factors and career levels outlined in the Employer's Career Guide. Employees shall be paid no less than the minimum set forth by each level, and individual salaries shall be determined by an individuals' qualifications, education, and experience.

B. Promotions. If an employee moves into a new or different position in a higher grade, the employee will receive at least the minimum salary for the higher grade or a ten percent (10%) increase above his/her original salary, whichever is higher but only up to the maximum of the salary band.

C. Wage Increases. Employees below or meeting expectations shall receive 3.5% or COLA whichever is higher

Effective January 1, 2019	3.5%
Effective January 1, 2020	3.5%
Effective January 1, 2021	3.5%

Employees who have achieved an overall evaluation of "exceeding expectations" shall receive an increase of 4.5% or COLA, whichever is higher.

If a new employee is hired during the course of the year, her or his general increase for the next calendar year will depend on date of hire based on the following scale:

BASE INCREASE	3.50%
HIRE MONTH	
January	3.50%
February	3.50%
March	3.50%
April	2.50%
May	2.50%
June	2.50%
July	1.50%
August	1.50%
September	1.50%
October	0.50%
November	0.50%
December	0.50%

If COLA in the relevant year is greater than 3.5% a prorated amount will be established based on date of hire using the same principles as these tables.

Once an employee reaches the maximum salary for her or his salary level, they will still be eligible to receive a COLA increase based on the federally-determined annual cost of living increase but will no longer receive a general increase.

D. Longevity Increase. In addition to the general increases described above, an employee who has completed two (2) consecutive years of service shall receive a \$1,500 increase in their wages on the employee's anniversary date of employment. The employee will receive an additional \$1,500 in their wages after a further three (3) consecutive years of service. Thereafter, an employee will receive an additional \$1,500 increase in their wages every five (5) consecutive years of service.

## **Article 25**

### **Benefits**

A. The Employer shall arrange for the insurance provided in this Agreement. Such coverage may be provided, at the Employer's sole discretion, through a policy or policies issued by an insurance carrier, through a nonprofit plan or organization, through a self-insured plan, or through a combination of any or all of such methods, provided that the Employer shall maintain substantially equivalent benefits during the term of this Agreement.

B. Regular full-time and regular part-time employees shall be eligible, beginning on the date specified in the plan document, to participate in the following benefits:

- Life/accidental death and dismemberment insurance
- Medical, Dental and Vision Insurance
- Health benefits flexible spending account
- Commuter benefits account
- Short and long term disability insurance
- Pension plan and Tax Deferred Annuity program (group retirement annuity and group supplemental retirement annuity).
- Beginning January 1, 2019, Health Reimbursement Account for mental health services.

C. The Employer shall notify the Union and employees of any changes in the benefit level of any of the plans identified in section B or changes to employee or employer contributions no later than thirty (30) days in advance of their implementation. Any proposed changes will be understood as changes to the benefits listed under paragraph B, and they will not be classified as changes to the wages of employees. The Employer shall provide as much notice in excess of thirty (30) days as is possible in the circumstances. Upon request, (i) the Employer will arrange for a committee of the Union to meet with the benefits consultant to review the proposed changes and any alternative; and (ii) the Employer will engage in good faith negotiations with the Union concerning the proposed changes (provided that in the absence of agreement, the Employer may proceed with the proposed changes and a disagreement over the proposed changes shall not be subject to arbitration).

D. It is agreed that the Employer's only obligation is to pay its share of the cost of the insurance plans referred to in Section B above, and that in all matters with respect to coverage, payments, or benefits and the amount thereof, the master policy issued by the insurance carrier or plan document shall control.

E. Employer contributions for the benefits provided in Section B above of employees who terminate for any reason, including employees who are laid off, shall cease on the date of such termination except as provided in Article 27, § D.

F. 403(b) Match. Beginning January 1, 2019, for all employees with a minimum of one year of continuous employment, the Employer will match an employee's voluntary contribution to the 403(b) plan up to a maximum of five percent (5%) of the employee's total annual compensation. On an annual basis management will provide training to employees on the 403(b) plan.

G. Health Benefit Flexible Spending Account. The Employer will continue to make a five hundred dollar (\$500.00) contribution to the Flexible Spending Account ("FSA") to eligible employees on January 1 of each year.

H. Effective January 1, 2019, the Employer will provide an eligible employee with \$100 per month up to a maximum of \$1,200 per year in an integrated Health Reimbursement Account ("HRA"), which will be managed by an outside benefit administrator and may be used only for mental health services that meet the IRS's definition

of medical treatment by a current employee. There shall be no carry over of benefits from one year to the next.

## **Article 26**

### **Reduction In Force**

A. The Employer at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the number and classification of employees to be laid off because of lack of work, lack of funds, change in programmatic priorities, or for any other reason. The employer must give reasonable notice to the Union of any planned reductions in force.

B. In making the decision to reduce its workforce, the Employer shall give consideration to seniority and all other factors deemed relevant by the Employer. The decision of the Employer with respect to the employees to be retained or laid off shall not be subject to the grievance and arbitration provisions of this Agreement.

C. The Employer may layoff any part-time employee and/or the employees paid in whole or in part through grant/contract or other program specific funding when such funding is no longer available to fund the work of the employee before laying off any full-time employee or employee who is not funded by the grant/contract that has been discontinued.

D. The Employer will make known all job openings to employees who have been laid off by posting them on the organization's website.

## **Article 27**

### **Payments On Layoff**

A. Upon layoff, an employee shall be paid for unused accrued vacation time up to a maximum of thirty (30) days. There shall be no pay for unused personal, sick or compensatory time.

B. The Employer will give the affected employee no less than three (3) weeks notice (or pay in lieu of notice).

C. Affected employees shall be paid (1) week of severance pay for every 6 full calendar months of service. Employees with less than one (1) year of service shall receive a minimum of two (2) weeks of severance.

D. The Employer will also continue an affected employee's medical insurance for the period of notice (or pay in lieu of notice), any severance pay or vacation payout.

## **Article 28**

### **Bargaining Unit Work**

A. **Contracted Services.** The Employer shall inform the Union before hiring an outside contractor who will perform bargaining unit work that will result in the reduction in hours of work or the lay-off of any bargaining unit employee and will bargain in advance with the Union about the effects/impacts of that decision.

B. **Bargaining Unit Work Performed by Non-Bargaining Unit Employees.** Non-bargaining unit employees may perform bargaining unit work as they have in the past and may perform in the future at the Employer's discretion.

## **Article 29**

### **Labor Management Committee**

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor-management relations, a Labor-Management Committee shall be established which shall consist of three (3) representatives designated by management and three (3) representatives designated by the Union. Said committee shall meet periodically to discuss topics related to the general application of this Agreement and other matters of mutual concern to the parties, but such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement merely by virtue of their having been discussed or decided upon at such meetings. Neither party gives up its right to enforce the provisions of this Agreement or any agreed upon amendments to this Agreement."

For inclusion in an agenda of the Labor Management Committee rather than CBA: The parties agree that rather than include additional terms in the collective bargaining agreement, the parties will explore new approaches in evaluating the performance of employees, compensatory time, promotions, the forms used for the evaluation including the PIP forms and related documents, member accountability, 360 degree management performance evaluations and professional development. It is also agreed that this shall be a topic taken up by the newly formed Labor Management Committee.

## **Article 30**

### **Expense Reimbursement**

The Employer shall reimburse employees for reasonable expenses incurred for approved travel or expenses incurred on AIUSA business provided that the employee submits required receipts and/or other documentation on a timely basis pursuant to AIUSA policies and procedures.

## **Article 31**

### **Miscellaneous**

A. **Wage and Benefit Coverage.** Any wages or benefits provided by this Agreement shall be effective the first full pay period after the execution date of this Agreement unless an express provision provides otherwise.

B. **Employer Policies.** To the extent that there is a conflict between an Employer policy and this collective bargaining agreement, the collective bargaining agreement shall prevail.

## **Article 32**

### **Legal Conflict**

Should any provision of this Agreement be adjudged unlawful by a court of competent jurisdiction or other tribunal, such provision shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. The parties shall renegotiate the unlawful provisions.

## **Article 33**

### **Entire Agreement**

This Agreement constitutes the entire Agreement of the Employer and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including all subjects or matters which either were or could reasonably have been within the knowledge or contemplation of either or both parties at the time this Agreement was signed.

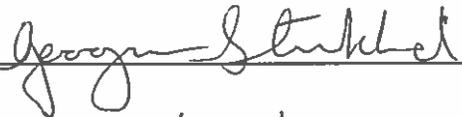
## Article 34

### Duration and Renewal

The preceding provisions of this Agreement will be effective as of July 1, 2018, and will remain in full force and effect through June 30, 2021, and will continue in effect from year to year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party to the other 60 days prior to June 30, 2021 or prior to June 30 of any year of the contract.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative.

**Communications Workers of  
America, Local 1180**

  
\_\_\_\_\_

Dated: 9/28/2018

**Amnesty International USA,  
Inc.**

  
\_\_\_\_\_

Dated: 10/10/18

# **Appendix A**

## **Amnesty Career Guide**