

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**  
CWA Local 1180  
&

**AMNESTY  
INTERNATIONAL  
USA**



**FEB. 1, 2026 – JUNE 30, 2029**



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## **PREAMBLE**

Amnesty International USA, Inc. ("Employer") and the Communications Workers of America, on behalf of itself and its 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 ("DHR") 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 February 2026 by and between Amnesty International USA, Inc. ("Employer") and the Communications Workers of America, on behalf of itself and its 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 § J, 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 twelve (12) months to either substitute for a vacancy, or to staff a project with a defined end date. Fixed Term Employees can be full-time or part-time employees.
- E.** Grant-Specified Employee. Part or full-time Employees that engage in work that typically is done by a bargaining unit member, for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund that individual position.
- F.** Fellow. An individual funded by restricted funding, who works on specific projects that are designed to align with the organization's priorities. A Fellow may work on

a full-time schedule and perform duties consistent with an exempt role. Fellows are not subject to any provisions of this Agreement.

- G.** Intern. An individual who performs work 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. Interns are not subject to any provisions of this Agreement.
- H.** Volunteer. An individual (e.g., member leader) who offers their time and services to support AIUSA's human rights initiatives/causes on an unpaid basis. Volunteers are not employees, do not receive wages or benefits and shall not be subject to any provisions of this Agreement.
- I.** 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.
- J.** 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 does not have supervisory responsibilities over another Union-eligible position. Employees who only oversee temporary worker(s), volunteer(s), fellow(s) and/or intern(s) will remain in the bargaining unit;
  - 3. The employee's position is not considered to be managerial as defined by the National Labor Relations Act.
  - 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.
- K.** Definition of Executive Director. When used herein the title "Executive Director" shall include his/her/their designee.
- L.** Definition of AIUSA Career Guide. When used herein, the phrase "AIUSA Career Guide" shall represent the salary structure approved by the Board of Directors in December 2014, or any subsequent and superseding policy.
- M.** COLA. When used herein, the phrase "COLA" shall refer to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or any successor index as designated by the United States Department of Labor, Bureau of Labor Statistics.

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

- A.** 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/their most recent hire.
  
- B.** The Employer may extend the probationary period of such an employee for an additional two (2) months with the agreement of the shop steward(s) or Union representative. The Employer shall give the shop steward(s)/Union representative and the affected employee notice of its desire to extend the probation period and the length of the extension. If the Union representative or shop steward(s) fails to respond to the notice by the close of business on the fifth (5th) 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.
  
- C.** During his/her/their 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, unless the probationary employee demonstrates their discipline was based on discrimination. Upon completion of the probationary period, an employee's seniority shall start with his/her/their most recent date of full-time or part-time hire by the Employer.

## **ARTICLE 3**

### **TEMPORARY/FIXED TERM, AND GRANT-SPECIFIED EMPLOYEES**

- A. Temporary/Fixed Term Employee.** As defined by Article 1, § D, once a temporary/fixed term employee is employed with a duration of one (1) year they become part of the bargaining unit at the point of hire, and all provisions of this Agreement apply, except Article 26 Reduction in Force and Article 27 Payment on Layoff Provisions, unless the layoff ends their employment prior to the expiration of their fixed term. Temporary/Fixed term employees whose term of work exceeds one (1) year on a continuous basis in one or more jobs/contracts, shall no longer be considered temporary and shall be considered a regular employee.. 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/their probation period.
- B. Grant-specified Employee.** As defined by Article 1, § E, a grant-specified employee hired for a term exceeding one (1) year is part of the bargaining unit at the point of hire and shall fulfill obligations as required in Article 5. The employee shall be required to complete a probation period as set forth in Article 2. Upon reaching six (6) months, the employee will be deemed to have satisfactorily completed their probation period and at that moment they shall be subject to the provisions of the Collective Bargaining Agreement, notwithstanding any other applicable provisions of the CBA:
- 1.** Their employment terminates at the scheduled end of their term or funding source and such termination shall not be subject to the grievance/arbitration procedure.
  - 2.** Employees must receive notice prior to the end of their term as to whether AIUSA intends to retain them as an employee in a substantially similar capacity;
  - 3.** Article 26 Reduction in Force and Article 27 Payment on Layoff do not apply unless the layoff ends their employment prior to the expiration of their agreement;
  - 4.** Employees shall be exempt from the annual increase provisions of the CBA if their funding source exempts them; and
  - 5.** Their funding agreement will prevail in the event of conflict or contravention with this CBA.

## **ARTICLE 4**

### **EQUAL EMPLOYMENT OPPORTUNITY**

- A.** The Employer and the Union agree not to discriminate on the basis of actual or perceived race, color, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, disability, age, immigration and citizenship status, political affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence survivor, victim of sex offense or stalking victim status military status, marital status, Union membership, caretaker status or any other classification protected by applicable federal, state, or local law, provided that the employee possesses work authorization.
- B.** For the purposes of this Article, all the terms contained in section A above shall be interpreted as defined by law. If the following terms are not defined under law, then the terms shall have the following meanings:
- 1.** Sex characteristics refers to the chromosomal, gonadal and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia and/or in chromosomal structures and hormones; and secondary characteristics such as muscle mass, hair distribution, breasts and, or stature.
  - 2.** Intersex individuals are those born with sex traits and reproductive anatomy that differ from the binary biological characteristics of male and female, and who may or may not identify with intersex as their gender identity.
  - 3.** Gender identity refers to an individual's unique experience or lack of experience on the psychological, emotional, interpersonal, and/or societal levels within or without the spectrum that spans femininity, masculinity, neither, and/or a combination of all of the above. One's gender identity may or may not correspond with their gender assigned at birth (such as the sex listed on their birth certificate) and evidence of one's gender or sex may never be requested or required unless required for a benefits or insurance obligation.
  - 4.** Gender expression refers to the way in which one expresses, relates and/or connects their internal experience or lack of experience of gender to the outside world through their name and pronouns, physical appearance, clothing choice and accessories, behaviors and mannerisms that express aspects of one's gender identity and/or role, vocal characteristics, use or lack of use of hormone replacement therapy, and any other interpersonal and social acts, experiences, preferences, and decisions related to one's gender identity. Gender expression may or may not conform to a person's gender identity and might fluctuate between varying expressions of gender.

- 5.** Caretaker status refers to a person as defined under controlling New York State or New York City law.
- C.** Transitioning employees shall have the expectation to determine when, how, and with whom to share information about their transition status outside of the essential and relevant People and Culture staff related to benefits and insurance obligations.
- D.** 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 thirty (30) days of hire or within thirty (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 thirty (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, initiation fees or agency fee and voluntary CWA COPE-PAC contributions through payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deductions will be 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 thirty (30) days' notice of any changes in the dues or agency fees to be deducted. The Employer will furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.

- C.** Dues, Agency Fee and CWA COPE deductions will start upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to the Employer, and will continue in effect until canceled in accordance with the terms of the authorization.
  
- D.** 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.** The Union shall be permitted to share information to its members through the Employers work email. Such material shall normally be restricted to the following:
  - 1.** Notices of Union recreational and social affairs;
  - 2.** Notices of Union elections, appointments, and results of Union elections;
  - 3.** Notices of Union meetings;
  - 4.** Other factual notices and announcements concerning official business of the Union.
- C.** 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.
- D.** 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/their 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.
- E.** The Union may request for designated Union members to be released without pay for an aggregate (for the entire bargaining unit) of up to six (6) days per year, to attend to the business of the Union. Requests will be made in advance and will be granted by mutual agreement between the Union and AIUSA. In such cases, the Union will pay the designated Union member's salary by refunding AIUSA.
- F.** List of Employees. When a new employee is hired in a bargaining unit position, or leaves the bargaining unit (due to transfers, promotions, resignations, terminations, etc.) 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.
- G.** The Employer will notify the Union when new employees enter the Bargaining Unit. The Union will be afforded sixty (60) minutes in which to meet privately with all new bargaining unit employees during their workhours. During said meeting,

the Union will have the opportunity to discuss its role and its benefits, answer questions and solicit new members.

## **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, sickout, sit-down, 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, provided, however, nothing herein shall require any bargaining unit employee to cross a lawful primary picket line.
- 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, sitdown, 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

### JUST CAUSE AND PROGRESSIVE DISCIPLINE

- A. No employee covered by this Agreement shall be disciplined or discharged except for just cause, with the exception that during his/her/their 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, except in cases involving discrimination, as defined in Article 2.
- B. In lieu of discharge, and by mutual agreement with the Union, the Employer may offer an employee the option to end employment, and receive layoff benefits pursuant to Article 27 without recall rights. In such cases, the Employer will determine the date that employment ends. The Employer shall not retaliate against the employee for declining any such offer.
- C. 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.
- D. Managers are encouraged to begin with informal feedback and coaching to address early-stage concerns. These conversations help set clear expectations and offer employees a chance to correct issues before formal action is taken. Informal coaching is not part of the formal progressive discipline process or an employee's disciplinary record.
- E. **Progressive Discipline Steps.**
  - 1. **Step 1: Verbal Counseling**, is the initial step of progressive discipline, typically involving an informal discussion between the manager and employee, followed by a written summary to document the conversation. This step provides an opportunity for both the manager and the employee to engage in a constructive conversation regarding performance expectations, performance-related conduct, behavior, and attendance. The manager will meet with the employee to clearly outline the issue, clarify expectations, and provide guidance on how the employee can correct the area(s) of concern, while giving the employee a chance to ask questions, share context, and begin working toward improvement with early support. A summary of the conversation will be documented by the supervisor and sent to the employee within three business days. The employee will be asked to reply to acknowledge receipt.

- 2. Step 2: Written Warning,** is the formal document issued when concerns persist or are more serious, outlining the issue, expectations for improvement, and potential consequences if not addressed. If verbal counseling does not resolve the issue(s) or if the circumstances warrant more significant action beyond a verbal counseling, the supervisor—after consulting with People & Culture —will provide the employee with a written warning. The written warning will outline the concern, reference previous discussions, set expectations for improvement and the potential consequences if the employee fails to meet expectations. The employee will receive a copy and be asked to sign to acknowledge receipt. Refusal to sign will be noted, with no disciplinary consequence. The document will be placed in the employee’s personnel file.
- 3. Step 3: Final Written Warning,** is a formal document and serious disciplinary action indicating that failure to demonstrate immediate and sustained improvement may result in termination. If prior progressive discipline steps are not effective, the supervisor—after consulting with People & Culture —will provide the employee with a final written warning. The final written warning will outline the concern, reference previous discussions, set expectations for improvement and explain that failure to correct the area(s) of concern may result in termination without further corrective action.
- 4. Step 4: Recommendation for Termination.** If there is no substantive improvement, or if the nature of the concern warrants, the final step may be a recommendation for termination of employment. The manager must consult with the National Director People & Culture and receive approval from both People & Culture and their department leader. In some cases, approval from the Executive Director or designee may be required.

**F. Progressive Discipline for Performance Issues.** Performance issues arise when an employee is unable to fulfill their job responsibilities as outlined in their job description due to deficiencies in competence, an inability to work at an adequate speed, a deficiency in skill, or quality levels. A Verbal Counseling shall be given before a Performance Improvement Plan (PIP) is initiated.

- 1.** If a PIP or its extension are deemed as unsuccessful or, within one year of the completion of a PIP, the employee requires a follow-up PIP for the same issue(s) that was/were the subject of the prior PIP, then the Employer may issue a written warning detailing the performance issues and the desired improvements. Such action shall happen on or before fifteen (15) workdays from the conclusion of the PIP. The first written warning must remain active for a reasonable period to allow for improvement before the employee is progressed to another discipline step.
- 2.** If the employee’s performance does not improve, then a final written warning may be issued. The final written warning must remain active for a reasonable period before the employee progresses to the next step.

3. After a final written warning, the employee may be recommended for termination of employment.

4. In instances where ongoing performance issues are identified during a PIP, particularly when an employee fails to demonstrate sustained improvement (e.g., multiple or consecutive PIPs), the Employer may initiate disciplinary action under this Section without the need for a new PIP. Depending on the severity or impact of the performance concerns, the Employer may issue a final written warning providing a reasonable period for improvement. Factors considered include the employee's overall work record, length of service, prior awareness of expectations, and response to earlier corrective efforts. In such cases, the PIP(s) will serve as supporting documentation for the disciplinary decision.

**G. Discipline for gross misconduct or gross negligence.** In cases involving gross misconduct, or gross negligence, the employee may be subject to immediate discipline up to and including termination. In such cases, the employee or the Union may file a grievance directly at Step 2 and skip the first step completely.

**H. Discipline for other conduct.** For conduct not covered in Sections F and G above (e.g., time and attendance issues, certain failures to comply with AIUSA policies, etc.) progressive discipline applies in accordance with the sequence of steps and procedures set forth in Section E of this Article with a reasonable opportunity to improve. The final written warning will inform the employee that any subsequent problem will be grounds for termination. In the event of a subsequent problem, the employee may be recommended for termination. In cases where the conduct has recurred despite prior support or coaching, or has a significant impact on coworkers, operations, or the organization, the Employer may initiate discipline with a written warning, providing a reasonable period for improvement. Factors considered include the employee's overall work record, length of service, prior awareness of expectations, and response to earlier corrective efforts.

## **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 or alleging an employee was subject to discipline or discharge without just cause, 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.
1. Step 1. The aggrieved employee, with or without his/her/their Union representative, shall take up the grievance, which shall be in writing, with his/her/their immediate supervisor and the department head for his/her/their department, or his/her/their 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/her/their written answer within ten (10) workdays following the meeting.
  2. 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.
  3. 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/their 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 workday 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/her/their 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 National Director of People and Culture 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/their 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 subject to the provisions in Section H, After Hours Work. Except for emergencies, overtime can only be authorized by an employee's supervisor or his/her/their designee in advance. For the purpose of clarity, any work-related travel time that occurs outside of the employee's regular work hours will qualify as overtime per the Fair Labor Standards Act (FLSA) requirements and work location, provided it exceeds the employee's scheduled work hours and is not part of the employee's normal commute to and from their work location.
- 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 it 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.**

- 1.** 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 People and Culture, that work and/or travel outside the employee's regular work responsibilities or hours is required. Upon approval of both the supervisor and Employee, the workday may be adjusted to avoid crossing the thresholds of compensatory time.
- 2.** Employees traveling for work shall have their travel time included in the calculation of compensatory time. Employees who are working from an alternative location due to work travel shall have their compensatory time calculated under the same circumstances as if they were traveling from home. Compensatory time must be used within six (6) 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 six (6) months of the day it is earned due to heavy workload, an extension may be granted by the supervisor/manager and the National Director of People and Culture for up to three (3) additional months. If the compensatory time is not used by the end of the extension, the compensatory time will be lost. Employees have a right to select compensatory time for use before any other paid time off available to them in order to exhaust this time first.
- 3.** 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. When employment ends, any unused compensatory time will be lost and will not be subject to payout as part of an employee's final paycheck.
- 4.** The employee's manager/supervisor should work with the employee to enable the use of any unused compensatory time before the effective date that employment ends.

**H. After Hours Work.** The Employer recognizes that employees have medical, or familial caretaking responsibilities that require predictability in their schedules and

impact their ability to work beyond their typical workday. The Employer will make reasonable efforts to notify bargaining unit staff at least forty-eight (48) hours in advance of the need to work outside of the employee's normal hours. When an employee notifies their supervisor that they are unable to work outside their normal schedule due to medical needs or familial caregiving responsibilities that limit their ability to work beyond their regularly scheduled hours, the supervisor shall review the request in good faith, engage in a dialogue with the employee, and make reasonable efforts to accommodate the employee's needs. In the event of a failure to provide such notice, and the care of a dependent person or their own wellbeing is in question, the employee shall not be disciplined if any issues arise.

**I. Exchange Time.** Exchange time allows an employee to request time off during a scheduled workday to be made up within the employee's scheduled workweek (Monday through Sunday) when the employee is required to work additional time on a non-regular workday. Requests for exchange time shall be made by the employee and must be submitted to their manager for approval. Exchange time can be used in lieu of compensatory time, accrual or overtime pay, at the manager's approval. The employee will designate within the same work week when time will be replaced or covered.

**J. Emergency Closing.**

1. When severe weather causes hazardous conditions, or due to any emergency situation (e.g., public or organizational safety threat), employees should consider personal safety first when evaluating their ability to report to a work location. Hazardous conditions may include, but are not limited to, severe snow or ice accumulation that impedes safe road travel, flooding that limits access to roadways or public transportation, public transit shutdowns or delays due to weather, official emergency declarations such as road closures or widespread power outages that impact commuting or an ability to work remotely. Employees should contact their supervisor if reporting to a work location is not possible. Employees will be granted up to three (3) severe weather days during the period when conditions are hazardous or transportation is unavailable in their area, unless the employee remains home for their safety and is able to perform their work remotely.
2. If an employee is scheduled to work at a facility that is officially closed due to an emergency, the Employer will pay the employee at their regular rate, based on the hours they are regularly scheduled to work for that day, unless the employee is able to perform their work remotely from home.
3. If an employee is scheduled to work off-site, they must report to that off-site facility even if their main facility is closed, unless the off-site facility is also officially closed or there is a hazardous condition that prevents the employee from reporting to the off-site location. The Employer will pay the employee at their regular rate, based on the hours they are regularly scheduled to work for that day unless the employee can continue their work remotely.

- K. Delay Openings.** If the employee's facility opens late under an official "Delayed Opening," as determined by the department leader, the Employer will compensate the employee for their scheduled start time until the time at which the facility opens, unless the employee is working remotely.
- L. Early Closing.** If the employee's facility closes under an official "Early Closing," the Employer will compensate them from/through their scheduled end time. If an employee needs to leave work earlier due to the emergency condition, they must notify their supervisor immediately. Remote employees are expected to work their normal schedules unless otherwise notified.

## **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, fixed term position that does bargaining unit work, or a new regular position being created based on business needs, a notice of such vacancy will be posted internally for a period of ten (10) workdays. Job postings shall include the bargaining unit status, job title, assigned pay band or range, and a summary of the position's primary responsibilities and minimum qualifications, consistent with the Employer's standard posting practices.
- B.** 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.
- C.** All qualified employees who apply for a position shall be interviewed by the hiring manager prior to making an offer.
- D.** The determination as to whether any employee is more or less qualified shall rest with the Employer, based on a combination of relevant experience, demonstrated competencies, performance, job-specific skills, interview results and other job-related criteria deemed appropriate by the Employer. The Employer will select and make offers to applicants based on those qualifications, in good faith. When the Employer is making those determinations and identifies that the qualifications of an internal applicant and an outside applicant are otherwise equal, the Employer shall offer the position to the internal applicant. The Employer will provide written notice via email to any internal applicant when declining to offer them a position.
- E.** 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.
- F.** The Employer's determination shall be final but such decisions must be made in accordance with the provisions of this Agreement.

## **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. However, it is understood that employees may be assigned duties related to their position, skills, qualifications, and operational needs. Duties may include new or different tasks and are not limited to those previously performed by the employee.
- 1.** When assigning duties that materially differ from an employee's regular responsibilities on a temporary basis, the Employer may, as appropriate, provide guidance, tools, and/or training necessary to perform the assignment, taking into account operational needs and available resources.
  - 2.** Temporary assignments that require an employee to perform the core duties of a higher-graded position or to assume the duties of a vacant position for a sustained period may be eligible for a covering allowance in accordance with Article 24, Section D.
  - 3.** The assignment of duties under this section is not contingent upon employee agreement and shall not limit the Employer's right to direct work, determine staffing, or assign duties based on operational needs.
  - 4.** Nothing in this section shall preclude an employee from raising concerns regarding an assignment through an established job description review and/or review of other assigned duties, nor shall it restrict the Employer's ability to evaluate performance based on overall job responsibilities, competencies, and fulfillment of assigned duties, provided that the employee has received the necessary time and training in accordance with Article 14.
  - 5.** If a temporary coverage arrangement continues beyond twelve (12) consecutive calendar months, the Employer will assess whether the ongoing duties warrant a permanent change to the position, including potential job redesign, reclassification, or other structural adjustments, consistent with organizational needs and applicable review processes.
- B.** 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 National Director of People and Culture and their supervisor to determine whether the job description needs to be adjusted. At the employee's request, a Union Representative shall be present at the discussion and follow-up meeting.
- C.** 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. Any change in compensation and/or modification of the employee's current title, will be retroactive to the date of the initial increase in workload.

## **ARTICLE 14**

### **PERFORMANCE EVALUATIONS AND PERFORMANCE IMPROVEMENT PLANS**

#### **A. PERFORMANCE EVALUATIONS.**

- 1.** Employees shall receive annual performance evaluations based upon the previously established job duties and performance indicators of each individual employee. The Employer shall develop performance indicators and the applicable criteria for the evaluations which shall be available to employees, and Union representative(s), in writing no later than thirty (30) days ahead of every evaluation period.
- 2.** Performance evaluations shall be based on a combination of role-specific expectations, demonstrated behaviors, and relevant results or data points where applicable. Evaluations will take into account both measurable outcomes and qualitative contributions to ensure a balanced and fair assessment of overall performance.
- 3.** Employees who are assigned temporary or additional duties shall not have their performance related to those duties evaluated if those duties have been assigned within the last three (3) months.
- 4.** If the Employer does not conduct an annual performance evaluation, an employee may assume that his/her/their performance is satisfactory unless the employee has received written notice or discipline to the contrary. In addition, the Employer may at any time conduct periodic or ongoing performance reviews regarding previously established performance indicators of any employee(s).
- 5.** Employees may request an appeal of their performance review to the People and Culture Department to be considered in good faith. The decision following the review of such appeal to People and Culture shall not be subject to grievance and arbitration.

**B.** Employees shall be permitted to view the contents of their personnel file during regular business hours. The employee must request such inspection in writing (email is acceptable) to the People & Culture 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/their personnel file.

**D.** Development Plan. If, during the performance evaluation process, an employee's performance in one particular area is unsatisfactory, the Employer may, at its discretion, place them on a Development Plan, meant to address the perceived deficiency.

E. Performance Improvement Plans (PIPs). PIPs are part of AIUSA's broader performance management process and are intended to serve as a developmental tool—not a disciplinary action. The goal is to provide clear expectations, structured support, and an opportunity for the employee to improve and succeed. AIUSA is committed to using PIPs as a constructive pathway to improvement and growth whenever possible.

1. In the event of an employee not meeting performance expectations overall, the employee shall be placed on a Performance Improvement Plan (PIP). In addition, the Employer may at its discretion place an employee on a PIP if the employee has been insufficient in addressing a deficiency previously addressed by their direct supervisor. A PIP is required before the Employer initiates any disciplinary proceedings based on perceived deficiency in job performance as opposed to misconduct, as referenced in Article 9, Just Cause and Progressive Discipline, except in instances where ongoing performance issues are identified during a PIP, particularly when an employee fails to demonstrate sustained improvement (e.g., multiple or consecutive PIPs).
2. Supervisors shall provide timely informal feedback and coaching to employees prior to initiating a Performance Improvement Plan. This feedback shall be documented to support the development of the PIP at least ten (10) workdays prior to implementing the PIP.
3. The PIP shall identify performance issues, based on job description, and includes documented examples of the tasks or responsibilities that are unsatisfactory to the Employer. The PIP shall be collaboratively created by the Employer and the Employee to identify reasonable, tangible, measurable/milestones of improvement, subject in all instances to ultimate determination by the Employer. Should the subject of the PIP not provide input on its construction within seven (7) working days from the date the draft PIP was shared, the PIP shall proceed as initially drafted. The PIP format shall be standardized within a template and shall be reviewed and approved by HR after consultation with a Union representative.
4. The PIP period shall include a minimum of one (1) meeting per month between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback that is separate from the Employee's regular check-ins.
5. The PIP shall be a minimum of ninety (90) days in length for the Employee to demonstrate improvement. In the case where the Employee demonstrates improvement, then the Employer, at its discretion, may deem the PIP successful ahead of schedule and take the Employee off it.
6. If the employment of the manager of an Employee on a PIP is terminated during the employee's PIP period, the PIP shall be considered on hold and any

subsequent performance concerns shall be addressed by a new manager after a minimum thirty (30) days of managing said employee.

- 7.** If within one year of the completion of a PIP, the employee requires a follow-up PIP for the same issue(s) that was/were the subject of the prior PIP, the Employer (a) may take disciplinary action up to a final written warning, as defined in Article 9, Just Cause and Progressive Discipline, or (b) may, but is not obligated to, provide an additional follow-up PIP for up to sixty (60) days, based on or commensurate with the performance deficiencies in question. If such follow-up PIP is provided, no further PIP will be required for the employee prior to disciplinary action based on unsatisfactory performance of issues raised in the PIP.
- 8.** A PIP shall not be initiated within the first six (6) months after an Employee has been promoted or taken on an interim or permanent new position and shall not be based upon assigned new duties as defined on Section A of Article 13, Job Descriptions.

## **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 help to identify the appropriate training and shall pay the cost. All such trainings must be approved by People and Culture 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/her/their regular salary rate of pay had s/he been at work and the payment received for such jury duty provided:

- 1.** the employee furnishes the Employer with a copy of his/her/their call for jury duty service as soon as practical after receipt;
- 2.** the employee provides the Employer with confirmation of his/her/their attendance and jury pay from the court wherein she/he/they served as a juror and
- 3.** 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 twelve (12) paid holidays shall be with pay at the regular full-time employee's salary rate.
- 1.** New Year's Day
  - 2.** Martin Luther King Day
  - 3.** Presidents' Day
  - 4.** Memorial Day
  - 5.** Juneteenth
  - 6.** Independence
  - 7.** Labor Day
  - 8.** Veterans' Day
  - 9.** Indigenous Peoples Day
  - 10.** Thanksgiving Day
  - 11.** Day after Thanksgiving
  - 12.** Christmas Day
- B.** In the event that a holiday falls on an existing day off, such as a weekend, the paid day off will be scheduled on the preceding or following day. For example if a holiday falls on a Saturday then it will be celebrated on the preceding Friday, and if a holiday falls onto a Sunday it will be celebrated on the following Monday.
- C.** A regular part-time employee shall be entitled to holiday pay on a pro rata basis provided in Article 1, § C.
- D.** 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/her/their regularly scheduled hours on the holiday.
- E.** Exempt employees required to work on one of the above holidays will accrue compensatory time in accordance with Article 11, Section G.
- F.** 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/their 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.
- G.** 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.

**H.** 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**

- A.** All full-time employees and regular part-time employees who are absent from work on account of personal physical, mental or emotional illness or needs or accident shall be entitled to receive sick leave pay for each workday missed on account of any such illness or accident.,
- B.** Sick Leave will be subject to the following conditions:
- 1.** Sick leave shall be paid at the employee's current regular 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.
  - 2.** 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.
  - 3.** Sick leave shall be used for the personal illness of the employee, for necessary medical appointments or because of an illness that requires care for a family member, all subject to the limitations on Sub-Section 4 below. Sick Leave shall not be used on any recurrent or extended basis to alter, in effect or otherwise, an employee's regular work schedule. 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. For the purpose of this section, the employee's or the employee's spouse or domestic partner's immediate family includes, spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, a relative living with the employee or any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by People and Culture in its sole discretion, on a case-by-case basis, as soon as practicable.
  - 4.** In order to be granted sick leave, the employee must notify his/her/their 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 of three (3) days or more 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/their job upon return.

- 5.** 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.
- 6.** 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:

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

- 1.** Employees will earn vacation as set forth above for each full calendar month worked.
  - 2.** Employees will receive credit for a full month of vacation if they begin work on or before the 15th of the month and may receive vacation credit for the entire month if they terminate on or after the 16th.
- B.** Employees will submit their vacation requests through an Employer identified system. Any denied requests must be done so through the same system.
- C.** 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/their date of hire.
- D.** Regular part-time employees shall be entitled to receive vacation time on a prorated basis as provided in Article 1 C subject to the conditions contained in this Article.
- E.** All vacations must be approved in advance by the employee's supervisor or his/her/their designee in Amnesty's systems. If an employee feels that request for vacation is being denied inappropriately, the employee may consult with the People and Culture Department for it to ensure that the proposed vacation is not being denied without adequate cause. Paid vacation time should ordinarily be scheduled for full calendar weeks, and in any case, must be taken in no less than whole scheduled workdays, unless otherwise approved in advance or required by the Employer. Paid vacation may not be taken until earned.
- F.** The employee's vacation pay shall be computed on the basis of his/her/their regular salary at the time they begin vacation.
- G.** 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:

- 1.** Up to 1 year of service - maximum 10 days of unused, accrued time
  - 2.** 1 to 2 years of service - maximum 20 days of unused, accrued time
  - 3.** 2 or more years of service - maximum 30 days of unused, accrued time
  - 4.** 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.
- H.** 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.
- I.** 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**

- A.** 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 matters including, but not limited to religious, cultural, spiritual, familial, or parental needs, and/or emergencies.
- B.** Regular part-time employees, who are employed on January 1 of a year, will be granted a proportionate number of personal days based on their date of hire, but upon request to the People and Culture Department, may be advanced additional personal dates to accommodate any religious, cultural, spiritual, or familial events and/or emergencies.
- C.** Time off for personal days must be submitted to the employee's immediate supervisor or manager within HR's system.
- D.** Subject to prorating the accrual of personal days for employees hired after January 1 of any year, four days of time off for personal days per calendar year may be used without prior notice.
- E.** The remaining available personal days must be approved in advance by the employee's immediate supervisor or manager.
- F.** Personal days must be used within the calendar year in which they are accrued and will not roll forward into the next year.
- G.** Personal days will not be paid out upon separation from or termination of the employee's employment, and the value of any personal days utilized in excess of the amount accrued shall be recouped out of any amounts otherwise due to the employee.

## **ARTICLE 22**

### **BEREAVEMENT**

- A.** Each regular full-time employee shall be entitled to pay for work hours actually lost for up to five (5) 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.
- B.** "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 National Director of People and Culture. Notification of such leave must be given in advance to the employee's supervisor. Leaves for periods longer than five (5) days may be granted at the discretion of the employee's supervisor and the National Director of People and Culture.
- C.** 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 twenty (20) weeks. . Should the employee's leave last longer than the period provided above, the employee may be required to use his/her/their earned/accrued paid time off (sick/personal/comp/vacation) to supplement the STD payments.
  
- C.** Paid Family Leave.
  - 1.** Employees are eligible for Paid Family Leave (PFL) if they have worked for AIUSA for twenty-six (26) consecutive weeks, or six (6) months. Paid Family Leave provides eligible employees with job protection and paid time off for the following qualifying events:
    - a. Providing care for a family member with a "serious health condition", including a child, spouse, domestic partner, parent (biological, step, in-law), parent's parent (biological, step, in-law) or child of child (biological, step)
    - b. Bonding leave after giving birth, adoption, or welcoming a child into foster care during the first 12 months after a child's birth, adoption, or foster placement. Available to either parent.
    - c. Qualifying military exigency leave to attend to family matters if a family member (spouse, domestic partner, child, or parent) is on active duty or has been notified of an impending call to active duty.
  
  - 2.** PFL is not available for the employee's own health condition; this may be covered by Sick leave, Family & Medical Leave Act (FMLA), Short Term Disability (STD) or state statutory disability leave (DBL) policies, as applicable.
  
  - 3.** PFL, short term disability (STD), state statutory disability leave (DBL) and FMLA benefits all run concurrently (at the same time) where permitted by law and applicable.
  
  - 4.** Staff going on leave shall receive pay according to the following schedule:

Event Type	Max. # weeks of benefits	% of employee's salary
Providing Family care	12 weeks	80%
Bonding with Child	6 weeks at	100%
	Then 10 weeks at	80%

Qualifying Military Exigency	12 weeks at Then 14 weeks FMLA at	80% 0%
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- 5.** Additional unpaid and paid leave, up to a total of 6 months, may be granted to employees upon application in the event of the birth or adoption of a child as provided in the Employer's Paid Family Leave Policy.
- 6.** Employees can supplement the remainder of the PFL percentages with their own paid time off (sick, vacation and personal time).
- D.** For the duration of approved unpaid and paid leaves, AIUSA will continue to pay all medical, dental, and vision benefits, subject to the employee's contribution as defined in this Agreement.
- E.** Upon return from a leave of absence employees shall be reinstated to their former job classification rate of pay.
- F.** Employees will be entitled to other leave policies that are available or may become available to all other US employees.

## 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.** Position Grades and Minimums/Maximums: Salary bands will be increased annually to be effective on the first day of each year by the negotiated rate of increase found in section E.
- C.** Promotions. A promotion is defined as a move to a position that is classified at a higher level or grade within the established job structure.
  - 1.** Promotion Process:
    - a. An employee, or their first level supervisor on their behalf, may seek a promotion by submitting a written request to People and Culture outlining the basis for the request including any new or modified job responsibilities and the employee's qualifications to fulfill the role to which the promotion is sought. The submission must be reviewed by People and Culture for evaluation and final decision.
    - b. In order to be eligible for a promotion, employees must be in good standing with AIUSA. This includes no unresolved disciplinary actions or investigations against the employee and that the employee is not currently on a Performance Improvement Plan. Employees must have also been in their current position, whether newly hired into the role or recently promoted, for a minimum of six (6) months before being eligible to request a promotion.
    - c. The employee and/or supervisor shall receive a decision in response to the promotion request within ninety (90) calendar days. Any promotion will take effect as of the date of approval by People and Culture.
    - d. An employee who seeks, but is denied a promotion shall be given a written explanation for the denial within one (1) month after the date of the denial.
  - 2.** If an employee moves into a new or different position in a higher grade, the employee will receive the minimum salary for the higher grade or a ten percent (10%) increase above his/her/their original salary, whichever is higher. This increase is independent of, and in addition to any other increase due to the employee for any other reason. In the event an Employee is promoted to a role previously held in an acting/interim capacity, as referenced in Section

D(1)(C) below, the Employee shall receive a salary no less than the rate paid while serving in that interim/acting role.

3. A staff member will not need to be doing additional work or the work of the new position in order to be considered qualified for the new position. Staff who are promoted but are experiencing significant performance issues relating to the job responsibilities of the new position shall be returned to their previous position if it has not been filled, instead of being terminated; where the previous position is filled, the employee shall be considered on a priority basis for any other available position if they are qualified, are otherwise in good standing, and submit an application for any such position.

**D. Covering Allowance:**

1. An employee who is temporarily assigned additional work of a peer or more senior level employee as the result of a vacancy for a period that exceeds one (1) month in duration shall be entitled to the applicable temporary allowances for that work as outlined below. The additional work assumed by the employee cannot exceed twelve (12) months in total. In the event that the Employer decides that this work should be permanently assigned to the employee they will follow the permanent assignment work procedure as outlined in Article 13.C. Job Descriptions.
  - a. **Senior Covering.** Employees assuming the duties of a role at a higher level, as based on the AIUSA Career Guide, which represents a twenty five percent (25%) increase in their overall workload as determined by the Employer shall receive, for the duration of the work, a temporary fifteen percent (15%) increase of their current salary provided however, that the salary of the temporary covering employee cannot exceed the salary of the higher level employee whose work is being covered.
  - b. **Peer Covering.** Employees taking on the work of a colleague at an equivalent level or below which represents at least a twenty-five percent (25%) increase in work responsibilities as determined by the Employer will be entitled to a ten percent (10%) temporary increase of their salary during the duration of that work.
  - c. **Acting/Interim Assignments.** When the Employer formally assigns an employee to temporarily perform at least seventy-five (75%) of the essential duties of a higher-level role for a defined period of time, the employee shall receive an acting/interim title for the duration of that assignment. Employees placed in an Acting/Interim Assignment shall receive a twenty percent (20%) temporary pay increase, not to exceed the regular base salary of the employee who previously held the position, unless the Employer has formally expanded the scope of responsibilities beyond what was assigned to the prior incumbent.

2. For the avoidance of doubt, temporary or additional duties assigned to an employee unrelated to a vacancy shall be governed by the provisions set forth in Article 13 Job Descriptions.
  3. **Temporary Removal.** Bargaining Unit Members who are assigned duties that would typically exclude them from the Union shall be temporarily removed from it. In the event that there is a performance issue that doesn't raise to the level of gross misconduct, that temporarily excluded member shall be returned to the Union for representation.
- E. **Wage Increases.** All employees shall receive an annual increase in the amount of 3.5% on January 1, of each year beginning in 2026, through 2029.
- F. **Longevity Increases.** In addition to the general increases described above:
1. An employee who has completed two (2) consecutive years of service shall receive a \$2,000 increase in their wages on the anniversary of their date of hire;
  2. An employee who has completed three (3) further years of service shall receive an additional \$2,000 wage increase on the five-year anniversary of their date of hire; and
  3. thereafter an employee shall receive a \$2,000 wage increase beginning on January 1 following each five-year anniversary of their date of hire.

## **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:
- 1.** Life/accidental death and dismemberment insurance
  - 2.** Medical, Dental and Vision Insurance
  - 3.** Health benefits flexible spending account
  - 4.** Commuter benefits account
  - 5.** Short and long term disability insurance
  - 6.** Pension plan and Tax Deferred Annuity program (group retirement annuity and group supplemental retirement annuity).
  - 7.** Lifestyle Spending Account.
- 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:
- 1.** 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
  - 2.** 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, subject to the limitations on A, above).
- 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. However, the employee contribution shall not exceed the following table, without the Union's consent as per Section C above:

Description	Amnesty Pays	Employee Pays
Medical Plan #1 - Cigna OAP \$1,000 deductible	93% EE & Children	7%
	88% Spouse/Family	12%
Medical Plan #2 - Cigna In-Network Only \$1,500 deductible	98% EE & Children	2%
	93% Spouse	7%
Dental Plan	100%	
Vision Plan		100%

- E.** The 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. 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, 2026, the Employer will provide each eligible employee with a Lifestyle Spending Account ("LSA") funded at \$150 per month, not to exceed \$1,800 per calendar year. The LSA will be administered by an outside benefit provider and may be used for a variety of expenses related to physical, financial, and emotional well-being (e.g., gym memberships, mental wellness therapy and counseling, and financial planning services). Unused funds will not carry over from one calendar year to the next. All reimbursements made through the LSA will be treated as taxable income to the employee in accordance with applicable federal, state, and local tax laws.

## **ARTICLE 26**

### **REDUCTION IN FORCE**

**A.** In the event the Employer determines that a layoff becomes necessary during the term of this Agreement, the Employer will first advise the Union at least two (2) weeks in advance prior to notifying the affected Unionized employee(s). The notification shall include the list of Unionized employees affected, job titles impacted, the seniority dates of Unionized employees, level and rate of pay, the organizational reason for the layoff and the projected layoff date. The Union agrees that the information provided under this section, including the list of affected employees and related details, shall be treated as confidential and shall not be disclosed to bargaining unit employees or third parties prior to the Employer's formal notification to the affected employees. The Employer shall give sixty (60) calendar days notice to any affected employee of any reductions in force being considered, and before such reductions occur, shall consult with the Union about alternative options the Employer, in its sole discretion, might consider implementing in lieu of any reduction in force, in whole or in part. The Employer will then inform the organization as a whole of the planned reductions.

1. If an employee resigns during the notice period associated with a reduction in force (RIF), their employment with the Employer shall end the effective date of their resignation. Any remaining portion of the notice period shall not be exchanged for severance pay or other pay.
2. If any legally required notice period exceeds sixty (60) calendar days , the employee will receive the longer notice period.

**B.** Additional Provisions Governing Reductions in Force.

**1.** Temporary/Agency Staff and Contractors.

- a. In the event of a layoff, the Employer will evaluate the use of temporary staff, agency staff, and independent contractors who are performing bargaining unit work at the time the layoff is being considered.
- b. The Employer will give priority to reducing or discontinuing the use of such non-bargaining unit labor before laying off bargaining unit employees, where consistent with operational needs, programmatic priorities, funding obligations, contractual commitments, and cost considerations. If the Employer determines that such reduction or discontinuation is not feasible due to the factors above, the Employer shall, upon request, explain the basis for that determination to the Union.
- c. The Employer shall not utilize temporary staff, agency staff, or independent contractors for the purpose of displacing bargaining unit employees.

- 2.** Where a role needs to be filled in the bargaining unit and there are internal candidates who would otherwise be laid off, and who meet the qualifications for the role (as determined in good faith by the Employer) those affected employees will be given priority consideration for the role over external candidates and any other internal candidates.
- 3.** When one or more affected employees are determined by the Employer to be otherwise equally qualified for a position, whether compared with each other or with an applicant from outside of the organization, then the employee with the most seniority, including any bridged time in service shall be given the position.
- 4.** Transition Assistance. The Employer shall provide a transition assistance program.

**E.** Recall.

1. Affected employees selected who are laid-off, will be given preference in recalling for the same position with the same duties and skill sets to which they are qualified for a period of eighteen (18) months.
2. In the event of such a vacancy, the Employer will notify employees in the applicable classifications via an email sent to their last known personal email address on file and invite them to apply. Affected employees will have seven (7) business days to accept the position. Employees lose such preference if they fail to accept a position with the organization that is offered to them.

**F.** Laid-off employees will have the right to apply to open positions and will be given an interview if they meet the minimum qualifications for the role and will be given preference between two (2) equally qualified (as determined by the Employer, in good faith and after due consideration of the candidates' qualifications) candidates for a bargaining unit position.

**G.** The Employer may layoff any grant specified employees 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.

**H.** The Employer will make known all job openings to employees who have been laid off, or have been notified of being laid off by posting them on the organization's website.

**I.** Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees nor to circumvent this Agreement. It is further agreed that any decision from the Employer will not be made in an arbitrary or capricious manner.

**J.** As to outside prospective Employers, should People and Culture receive any employment verification requests with regard to employment of any laid off employee, the Employer agrees it shall provide only the following information: dates of employment, last title held, and last day of employment. The Employer

is not responsible for employment verification requests not directed to the People & Culture Department by either the outside prospective Employer or the former employee.

## **ARTICLE 27**

### **PAYMENTS ON LAYOFF**

- A.** After applying the process on Article 26, Reduction in Force, and a layoff is still necessary, employees will be laid off at their respective job locations, department or classification (whichever is applicable) in inverse seniority order. Upon layoff, an employee shall be paid for unused accrued vacation time.. There shall be no pay for unused personal, sick or compensatory time.
- B.** The Employer will give the affected employee no less than sixty (60) days notice (or pay in lieu of notice).
- C.** Affected employees shall be paid one (1) week of severance pay for every 6 full calendar months of service with a minimum severance of four (4) weeks.
- 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.** Generally, AIUSA may contract out or utilize temporary agency workers to perform bargaining unit work in response to urgent or legitimate operational needs—such as filling temporary staffing gaps, meeting legal compliance or donor requirements, or accessing short-term specialized skills or expertise.
- B. Work Preservation.** AIUSA will not utilize contractors, temporary employees and/or agency employees in an effort to displace or undermine the Union or bargaining unit work. Further it shall not be initiated to circumvent this Agreement nor shall be the cause of layoff of regular employees or part timing of full-time employees.
- C. 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 consistent with the work they have performed in the past. Notwithstanding the first sentence of this paragraph (B), the Employer shall not hire any non-bargaining unit member to perform bargaining unit work if it will result in the reduction in hours of work or the lay-off of any bargaining unit employees.
- D. Technology.** Technology. Technology that involves the use of approved generative artificial intelligence (gAI), including machine learning or deep learning, may be used by employees in line with the then current AIUSA AI policies. gAI should not replace human judgment, individual creativity, or expertise and may only be used as an assistive tool – for example, in drafting, idea generation, summarization, or accessibility – but never as a final decision-making tool. Human oversight will remain central to all decision-making. The parties agree to discuss the potential impact of such technology on bargaining unit work, including any possible effects on staffing positions covered by this Agreement and their terms and conditions of employment.
- E.** The provisions of this Article shall govern bargaining unit work and shall be applied without diminishing the rights set forth in Article 7, Management's Rights, except as expressly provided in this Article or elsewhere in this Agreement.

## ARTICLE 29

### LABOR MANAGEMENT COMMITTEE

- A.** 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, including but not limited to representatives of People and Culture, Finance, and/or Legal, , and three (3) representatives designated by the Union. Said committee shall meet once a month, unless otherwise agreed upon by both parties, 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.
- B.** All requests for information deemed necessary for adequate understanding of labor-management issues shall be responded to in writing within forty-five (45) calendar days. Rejected information requests shall note the rationale for the rejection. Neither party gives up its right to enforce the provisions of this Agreement or any agreed upon amendments to this Agreement.
- C. For inclusion in an agenda of the Labor Management Committee.** The parties agree that rather than include additional terms in the collective bargaining agreement, the parties will explore 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.

## **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**

### **LACTATION ROOM AND BREAK TIME PROVISIONS**

- A.** AIUSA is committed to supporting employees who chestfeed or express milk by providing access to appropriate lactation spaces in accordance with New York State Labor Law. This commitment applies across all Amnesty-managed office locations, regardless of office size or layout.
  
- B.** Designated Space and Paid Breaks
  - 1.** A private space (not a restroom), equipped with a chair, flat surface, electrical outlet, and nearby refrigerator and running water, shall be made available for expressing breast milk.
  - 2.** Paid break time of up to 30 minutes per session will be provided as needed, in addition to any regular breaks or meal periods.
  - 3.** This right applies for up to three years following childbirth and will be honored across all Amnesty-managed office locations
  - 4.** Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

## **ARTICLE 32**

### **SENIORITY**

- A.** For purposes of this Agreement, an employee's seniority date shall be:
- 1.** the employee's first day of employment with AIUSA or any Amnesty International body (such as section, International Secretariat, entity or similar structure), as either a bargaining unit or non-bargaining unit employee as confirmed by the other Amnesty International body.
  - 2.** For the purposes of this Article, employment will also include volunteer work in AIUSA (AIUSA group leader, member leader, Board member), internships, or fellowship with the Employer as long as the volunteer work, internship and/or fellowship lasted a minimum of six (6) months.
    - a. In considering applicants for employment, time as a volunteer at the level described in Section (A)(2) shall be taken into consideration as a factor in favor of their hire.
    - b. For those employees described in Section A(2), Seniority shall only apply for promotions, job placement, vacation accrual and vacation carryover.
    - c. In instances when Seniority is being used to compare two or more employees (for example decisions on promotions or job placement), the time spent as a regular employee shall prevail.
- B.** Except as provided below, employees shall retain their original seniority date only while continuously employed by the Employer. For the purposes of this provision, employees shall be deemed continuously employed by the Employer while on approved leave of absence from the Employer, provided they remain employed by the Employer during such leave.
- C.** Employees who are laid off under this Agreement will retain their original seniority date provided they return to employment under this Agreement within twelve (12) months.
- D.** An employee who has voluntarily terminated employment, and is rehired, will have prior service restored, if the employee had more than one year of service at the point of termination, and the break in service was less than one year.
- E.** If more than one (1) employee has the same seniority date, the employee with the greatest amount of total service time with the Employer, including all periods of employment, shall be considered the most senior. If the employees have the same seniority date and identical total service time with no breaks in service, the employee with the lowest last four (4) digits of their Social Security Number will be considered the most senior.

## ARTICLE 33

### 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.
- C. Interpersonal Complaints:** The Employer has several policies and procedures that allow employees to raise complaints related to interpersonal issues. In addition to (a) the procedures described in the Employee Manual of 2019, including, but not limited to section 2D of the Mission and Values, section 3F of the Employment Policies, (b) the Code of Conduct or (c) any then otherwise applicable procedure, any employee who wishes to make a complaint about the conduct of another employee, vendor or member/supporter of AIUSA may notify People and Culture or an Executive Team member and, within ten (10) business days of such notice, People and Culture or an Executive Team member shall provide a response as to how management intends to address the complaint. The employee raising the concern or making the complaint may choose to include their Union steward in both written and verbal interactions regarding the complaint. Retaliation against any employee for using any of the steps outlined above shall be strictly prohibited and shall itself constitute a violation of the Code of Conduct. Interpersonal complaints and the resolution thereof under any of the Employer's policies and procedures, including the Code of Conduct, shall not be subject to the grievance and arbitration procedures of this Agreement unless an employee is disciplined.
- D.** The Employer agrees that it will not make unilateral changes to mandatory subjects of bargaining during the term of this Agreement, except as expressly permitted by this Agreement or required by law. The Employer further agrees that employment policies shall apply to employees in the bargaining unit to the extent such policies are consistent with this Agreement, and the Employer retains the right to adopt, modify, or rescind policies for legitimate business, operational, or legal reasons, provided such actions are consistent with applicable bargaining obligations.

## **ARTICLE 34**

### **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 35**

### **ENTIRE AGREEMENT**

- A.** 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.
  
- B.** Before any changes are adopted in final form to the Employee Handbook, the Career Guide or any other employee manual, or regarding any mandatory subject of bargaining the Employer shall negotiate with the Union any proposed changes to the extent required by the National Labor Relations Act

**ARTICLE 36**

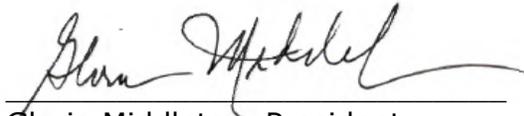
**DURATION AND RENEWAL**

The preceding provisions of this Agreement will be effective as of February 1, 2026, and will remain in full force and effect through June 30, 2029, 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 sixty (60) days prior to June 30, 2029 or prior to June 30, of any subsequent year of the contract.

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

Communications Workers of America:

Amnesty International USA:



\_\_\_\_\_  
Gloria Middleton, President  
CWA Local 1180

\_\_\_\_\_  
Paul O'Brien  
Executive Director

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

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

\_\_\_\_\_  
Luis M. Benítez Burgos, Esq.  
CWA Staff Representative

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

**LETTER OF AGREEMENT  
18-MONTH FIXED TERM CONTRACTS**

This Letter of Agreement ("Agreement") dated February 1, 2026 is entered into by and between Amnesty International USA ("Employer" or "AIUSA") and Communications Workers of America on behalf of itself and its local 1180 ("Union").

1. **Temporary Extension of Fixed Term Contracts for 2024–2025.** Any fixed-term contracts entered into during calendar years 2024 and 2025 may be for a duration of up to eighteen (18) months, in lieu of the standard one-year limitation as defined in Article 1 and Article 3 of the Collective Bargaining Agreement.
2. **Application of the Collective Bargaining Agreement.** Fixed-term employees shall be subject to the provisions of the Collective Bargaining Agreement during the final six (6) months of their fixed term, except as follows:
  - a. Article 26 (Reduction in Force)
  - b. Article 27 (Payment on Layoff Provisions)
3. These exceptions shall apply unless the layoff ends the employee's employment prior to the expiration of their fixed term.
4. **Continuation of All Other Terms.** All other terms and conditions of the Collective Bargaining Agreement remain in full force and effect.

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

Communications Workers of America:

Amnesty International USA:

\_\_\_\_\_  
Luis M. Benitez-Burgos, Esq.  
CWA Staff Representative

\_\_\_\_\_  
Paul O'Brien  
Executive Director

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

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

**LETTER OF AGREEMENT  
REGARDING APPLICATION OF COLLECTIVE BARGAINING AGREEMENTS  
TO THE DECEMBER 2025 WORKFORCE PLANNING PROCESS**

THIS AGREEMENT dated February 1, 2026 is by and between Amnesty International U.S.A. ("Employer," or "AIUSA") and Communication Workers of America, on behalf of itself and its Local 1180 (herein "Union" or "CWA") (collectively "the Parties").

The Parties agree that:

- A. Notwithstanding anything to the contrary in the collective bargaining agreement deemed effective from February 1, 2026 to June 30, 2029 (the "New CBA"), the Union and the Employer agree that no provision of the New CBA shall apply retroactively to challenge actions taken and completed by the Employer prior to the latter of June 30, 2026 or the effective date of the New CBA in connection with the Reduction in Force initiated in December 2025 as part of an organizational and workforce planning process ("WFP"). The WFP included, among other actions, notices of termination and/or the availability of alternative positions as determined and transmitted on December 2025 to AIUSA employees, including members of the bargaining unit.
- B. All rights and obligations arising from the actions defined in A above, shall be governed by, and enforceable under, the collective bargaining agreement in effect at the time they were taken, and the Union retains the right to grieve, arbitrate, and otherwise enforce those rights under that prior agreement.
- C. Nothing in this provision shall be construed to restrict or waive the applicable rights of bargaining unit members or the Union to grieve, arbitrate, bargain, or otherwise challenge any future actions, decisions, or effects unrelated to the WFP that occur on or after the effective date of the New CBA, including but not limited to job placements, recalls, postings, changes in compensation, benefits, workload, or other terms and conditions of employment, or compliance with any provision of the New CBA.
- D. Accordingly, the New CBA shall fully apply to all such future actions, decisions, and effects unrelated to the WFP occurring on or after its effective date.

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

Communications Workers of America:

Amnesty International USA:

\_\_\_\_\_  
Luis M. Benitez-Burgos, Esq.  
CWA Staff Representative

\_\_\_\_\_  
Paul O'Brien  
Executive Director

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

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

**LETTER OF AGREEMENT  
TWO YEAR EXTENDED FIXED TERM CONTRACTS**

This Letter of Agreement ("Agreement") dated February 1, 2026, is entered into by and between Amnesty International USA ("Employer" or "AIUSA") and Communications Workers of America on behalf of itself and its local 1180 ("Union"), collectively "The Parties".

1. **Temporary Extension of Fixed Term Contracts for 2026-2029.** Any fixed-term contracts entered into (a) in 2024 or 2025 pursuant to the Parties' 18-month Fixed Term Agreement dated February 1, 2026 or (b) from February 1, 2026 through January 31, 2027, may be for a duration of twenty-four months (24), in lieu of the standard one-year limitation as defined in Article 1 and Article 3 of the Parties' 2026-2029 CBA ("CBA").
2. **Additional Renewal.** Any extended fixed term contract entered into pursuant to paragraph 1 above may be renewed or further extended for an additional twelve months (12) with thirty (30) days' notice, and upon mutual agreement by AIUSA and the Union. Any further extension must be agreed by the parties no later than sixty (60) days prior to the termination of the fixed term contract.
3. **Reclassification to Regular Employee.** The Employer may at any time reclassify any employee covered by an extended fixed term contract as a regular employee, as defined by Article 1(C) of the CBA, upon thirty (30) days prior notice to the Union and the affected employee. Upon the effective date of that employee's reclassification they will be entitled to all the rights and benefits of a regular employee under the CBA but shall not be required to undergo a probationary period.
4. **Application of the Collective Bargaining Agreement.** Fixed term employees who enter into extended fixed term contracts with AIUSA in the period covered pursuant to paragraph 1 above shall be subject to provisions of the Collective Bargaining Agreement except for Article 26 and Article 27 of the CBA. However, once a fixed term employee has met twelve (12) months of service and upon termination of their employment (if not terminated for just cause) such employees shall receive all of the benefits outlined under Article 27 calculated from the first date of their employment in accordance with Article 27(C) and (D) of the CBA.
5. **Vacant Regular Positions.** When a Regular Full-Time position becomes vacant, the Employer's default practice shall be to fill the position with a Regular Full-Time employee to ensure there is not a net reduction in the number of Regular Full-Time positions in the bargaining unit over the term of the CBA. When a vacant position is refilled or a position of a similar nature is created, the Employer shall make reasonable efforts to maintain the overall number of Regular Full-Time and Part-Time bargaining unit positions and,

where a Regular Full-Time role is not utilized, shall discuss with the Union the reasons prior to making such determination.

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

Communications Workers of America:

Amnesty International USA:

\_\_\_\_\_  
Luis M. Benitez-Burgos, Esq.  
CWA Staff Representative

\_\_\_\_\_  
Paul O'Brien  
Executive Director

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

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





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