

Agreement Between
ActionAid USA and SEIU Local 500

This agreement will be effective June 1, 2021 through May 30,
2024

Preamble

Vision

A world without poverty and injustice in which every person enjoys the right to a life of dignity.

Mission

To work with poor and excluded people to eradicate poverty and injustice.

Theory of Change

We believe that an end to poverty and injustice can be achieved through purposeful individual and collective action, led by the active agency of people living in poverty and supported by solidarity, credible rights-based alternatives and campaigns that address the structural causes and consequences of poverty.

Values

MUTUAL RESPECT, requiring us to recognise the innate worth of all people and the value of diversity.

EQUITY AND JUSTICE, requiring us to work to ensure equal opportunity to everyone, irrespective of race, age, gender, gender expression, sexual orientation, HIV status, color, class, ethnicity, disability, location and religion.

HONESTY AND TRANSPARENCY, being accountable at all levels for the effectiveness of our actions and open in our judgements and communications with others.

SOLIDARITY WITH THE POOR, POWERLESS AND EXCLUDED will be the only bias in our commitment to the fight against poverty.

COURAGE OF CONVICTION, requiring us to be creative and radical, bold and innovative - without fear of failure - in pursuit of making the greatest possible impact on the causes of poverty.

INDEPENDENCE from any religious or party-political affiliation.

HUMILITY in our presentation and behavior, recognizing that we are part of a wider alliance against poverty.

In all of our efforts to achieve ActionAid USA's vision and mission we believe that we must live out our values. The following contract strives to ensure that our organization embodies these values and that together staff and management are empowered to achieve the mission and vision of ActionAid USA.

ActionAid USA values the emotional and physical wellbeing of each employee and believes this will improve the organization's work. As such, ActionAid USA commits to supporting employee morale and work-life balance.

ActionAid USA also recognizes the importance of teamwork within the organization and commits to supporting team-building activities and initiatives.

Article 1.

Recognition and Coverage

A. ActionAid USA recognizes the Union as the exclusive collective bargaining representative of the employees of ActionAid USA as defined in Section B of this Article.

B. All employees are covered by the term employees excluding the permanent members of the Management team (Executive Directors and other Directors current or future). The coverage status, or ability to participate in bargaining unit activities, of employees with access to confidential information may be negotiated on a case-by-case basis.

C. For purposes of this agreement, the term employees will herein be defined as the members of the bargaining unit, except as otherwise noted.

Article 2.

No Lock Outs

ActionAid USA agrees that during the term of this agreement, it will not lock out employees covered by this contract.

Article 3.

No Strikes

The union agrees that it will not engage in a strike during the terms of this agreement.

Article 4.

Management Rights

ActionAid USA shall have the exclusive right to manage its business; to decide each and every question pertaining to that business; and it shall retain all inherent rights, privileges, and prerogative generally held by management except to the extent they are clearly and unequivocally waived or limited by this Agreement. This includes the right to determine the type of work to be done, location of work, the method and process of rendering services and the right to establish work, quality and safety standards.

Article 5.

Union Security and Dues Deduction

A. It shall be a condition of employment that all employees who are covered by this Agreement, shall no later than the thirtieth (30) day following the beginning of their employment or thirty days following implementation of this agreement, whichever is later, either become and remain members in good standing in the Union or choose not to join the Union and pay the agency fees as calculated by the Union.

B. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing shall remain members in good standing, or pay the agency fee referenced in paragraph A above.

C. It shall be a condition of employment that all employees who are covered by this Agreement shall, no later than the thirtieth day following the beginning of their employment or the execution of this Agreement - whichever is later - either become and remain members in good standing in the Union or choose not to join the Union and pay the fair share service

fees as calculated by the Union. Employees who refuse to comply with this union security provision after appropriate notice shall be deemed to have resigned their employment with the Employer. This resignation shall come into effect two weeks after the Director of Finance and Administration receives a written notice of non-compliance with this provision from the Union, unless the Director of Finance and Administration receives a written notice that the employee has complied with this union security provision.

- D. Upon written notice from the Union, ActionAid USA will deduct Union membership dues or agency fees, as well as voluntary contributions for the union's Committee on Political Empowerment from each employee pursuant to a written authorization executed by the employee(s) and provided by the Union.
- E. ActionAid USA agrees that upon individual authorization from members, periodic union dues, initiation fees or agency fees shall be deducted by ActionAid USA from the employee's paycheck each pay period and forwarded to the Union within seven days after the last pay period of each month. Such authorization can be written or electronic.
- F. ActionAid USA will notify the Union promptly of any revocation of such authorization received by it.
- G. ActionAid USA will provide to the Union in writing the name and address of each employee in the bargaining unit hired or terminated. Upon request from the Union, ActionAid USA will provide to the Union an electronic listing of names, addresses, and positions held of all unit employees.
- H. The Union hereby agrees that it will indemnify and hold ActionAid USA harmless from any claims, actions or proceedings by any employee arising from deductions made by ActionAid USA to comply with this Article. If an incorrect deduction is made and submitted to the Union, the Union shall refund any such amount directly to the involved employee.

Article 6. Union Rights

- A. A new employee is entitled to a one-hour orientation meeting with a Local 500 Staff Person or ActionAid USA union-side designee.
- B. Employees are also permitted to use ActionAid USA facilities for union meetings at ActionAid USA during their lunch periods and outside work hours. Use of ActionAid USA meeting facilities is subject to availability of room(s), and operational needs.
- C. The Union shall have the right to enter ActionAid USA's offices for purposes of meetings with employees and for purposes of ascertaining whether the terms of this agreement are being adhered to, with advance notice and subject to approval of ActionAid USA Meetings with employees shall be held in ways that do not conflict with employees work obligations.

Article 7. Joint Labor Management Committee (JLMC)

- A. The JLMC will be used as a forum to facilitate labor/management communication, and to discuss issues that are not current matters of negotiation or grievance. The JLMC shall act by mutual consent and will provide for regular, ongoing discussions, non-binding recommendations on matters germane to Union-management relations and, when appropriate, to the continuous improvement of ActionAid USA operations. Each party

(Management and Labor) shall identify 2 representatives. At least half of the Union members must have at least one year of ActionAid USA work experience. Term of service on the committee will end each year on December 31st. A person may be reappointed at the discretion of each party. Empty positions on the JLMC may be filled at any time. Appointees to the committee should be individuals with sufficient knowledge and authority to effectively represent their respective parties. Each party will select a co-chair.

- B. The JLMC can present its recommendations to the Directors and the Executive Director, as needed. Each member of the JLMC is allowed to spend a maximum of 5 hours per month of work time for JLMC matters, including time spent at JLMC meetings. Any time beyond 5 hours per month must be outside of work hours. Confidential information received by the JLMC will remain confidential and not be distributed to other employees.

The purpose of the JLMC is as follows:

- 1.) Facilitate discussion of issues that affect the work environment and effective working relationships.
- 2.) Evaluate information to address issues brought to the JLMC.
- 3.) Make non-binding recommendations concerning resources and support to sustain an effective workplace.

The JLMC may address things such as (on a needs basis):

- 1.) Comprehensive benefits review, including an examination of the range of investment options available under the retirement plan.
- 2.) Options for a professional development program to provide opportunities for employees to grow and improve staff retention.
- 3.) Issues related to workplace safety and sanitation, including the timeliness of actions taken to improve conditions after problems are identified.
- 4.) Performance evaluation system and recommendations for improvement, including whether the current format for employee evaluations, and supervisor/director evaluations by employees, should be modified, taking into account ActionAid International processes, standards and reporting requirements.

- C, The Union-side JLMC representatives may conduct exit interviews with employees who request such a meeting, though any signed confidentiality agreements remain binding in such an interview.

Article 8.

Introductory Period.

Unless waived by the Executive Director and supported by the Union, every new employee shall be subject to an Introductory Period, during which employment may be terminated at any time at the discretion of the Executive Director. The Introductory Period for all employees is three months. Termination during or at the end of this Introductory Period is not grievable. Each new employee will be given a formal evaluation by their supervisor at the end of the three-month Introductory Period. If the employee's supervisor and the Executive Director determine that the employee's fit with the organization is still in question, the Introductory Period may be extended

by up to three additional months, with a second formal evaluation to be conducted at the end of this extended period.

Article 9.

Annual Evaluations.

For employees who have completed their Introductory Period, annual evaluations shall be conducted by their supervisor no later than January 31 of each calendar year. Every second annual evaluation shall be a 360 evaluation. The decision about who should be on the official list of people to take part in the 360 should be agreed between the employee and his/h r supervisor. All evaluations will be kept confidential and will be accessible only to the employee and appropriate management and HR staff.

Senior Management Team members and the Executive Director will have 360 evaluations every year. Employees that have not been solicited for a 360 feedback form will be notified that they have the optional opportunity to complete annual evaluations of their supervisor(s) and department director, utilizing the same form, to provide an opportunity for employees anonymously to give constructive information regarding the performance of their supervisor(s) and/or director.

If there are merit increases available to staff, your line manager will tell you during your annual evaluation. Staff members will then have the opportunity to outline professional progress, work load changes, and major achievements.

Article 10.

Remedial Probation. At any time after successfully completing the Introductory Period, an employee whose performance needs substantial improvement (as determined and documented by his or her supervisor or department director either in the context of the annual evaluation or in regular check-ins) may be put on Remedial Probation for a period of 15-60 calendar days. An employee to be placed on Remedial Probation shall be informed of the reasons for this action in a formal meeting. At this meeting, the employee (who may request the presence of a union representative per the Union Representation item below) and management shall agree to the beginning and ending dates of the Remedial Probation period, the specific steps that the employee should take to improve his or her job performance, and the potential disciplinary action that may result in the absence of improvement.

Remedial Probation is a tool to inform the employee that his or her performance requires improvement, and empower the employee to achieve that improvement. Being placed on Remedial Probation does not affect an employee's rights under any provision of this Agreement, including the just cause provision. Remedial Probation is not itself a disciplinary action; therefore, the decision to put an employee on Remedial Probation is not grievable.

Article 11.

Disciplinary Action

After the Introductory Period, a disciplinary action, defined as suspension , demotion, discharge, or any other written disciplinary action may only be taken concerning an employee for just cause. Except in extraordinary circumstances, disciplinary action should be taken at the end of

a Remedial Probation period in which an employee's performance has not improved, as determined and documented by his or her supervisor or department director .

Extraordinary Circumstances. ActionAid may discharge an employee without notice and/or warning period for gross misconduct including, *inter alia*, gross insubordination, defrauding ActionAid or the Federal or State governments, embezzling funds, physical violence in the workplace, intoxication or use of illegal substances while on the job, the sharing of confidential information with external parties, serious neglect of duty or where the employee has not completed her/his Introductory Period. The discharge of an Introductory Period employee is not subject to the grievance and arbitration process.

Extended Absence. An employee who is absent from work for 5 or more consecutive business days without notifying his or her supervisor shall be deemed to have voluntarily resigned his or her employment, except in cases of extraordinary and unusual circumstances beyond the employee's reasonable control.

Union Representation. The employee shall have a right to Union representation when any meeting is taking place regarding potential Remedial Probation or disciplinary action concerning him or her. Prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, including a meeting regarding Remedial Probation, HR will advise the employee of his or her right to have a Union representative present at the meeting. If a Union representative is requested to attend such a meeting, the date and time of the meeting will be mutually agreed upon by the Union and ActionAid, provided that if a Union representative is not available to attend a meeting within 4 business days of any request, ActionAid may hold the meeting in the absence of the Union representative.

Article 12. Grievance Procedure

Definition. Under this Agreement, the term "grievance" is defined as a disagreement that arises between ActionAid and an employee (or employees) or between ActionAid and the Union on questions concerning the interpretation or application of this Agreement, except renewal of this Agreement. This grievance and arbitration procedure also extends to any allegation of a violation of federal, state or local law.

Disagreements or conflicts between employees shall be handled under the procedures outlined in the ActionAid International staff handbook rather than those in this Agreement.

No Retaliation. No reprisals of any kind shall be taken by ActionAid against an employee for filing a grievance or assisting the union in the enforcement of this agreement, or because of his or her membership in SEIU Local 500 or because of other protected concerted activity. No employee shall be subject to disciplinary action or suffer loss of pay or benefits as a direct result of truthfully reporting facts in any investigation conducted by ActionAid, the Union or any government agency.

Travel Status. Where the Grievant is someone on travel for ActionAid business, the Union has 30 days to file a grievance. The grievance will be held in abeyance at Step 1 (below) until the return of the Grievant, unless the Grievant waives his/her right to a hearing and agrees to

submit his/her position and evidence in writing. An overseas courier can be used to transmit materials regarding the grievance. However, the Employer will not pay for any other expenses regarding the grievance process incurred because of travel.

Change in Workload or Job Description. Changes to job workload - including due to vacancies caused by disability, parental, or other extended leave - are not subject to the grievance and arbitration procedure for a period of 90 calendar days. Employees are encouraged to bring concerns about their job workload to their supervisor at any time. Employees may bring concerns about their job workload to any Senior Management Team member at any time after discussing such concerns with their supervisor. However, employees are expected to share the workload if positions are vacant and cannot be quickly filled. The supervisor shall assign priorities to the work of an employee whenever the employee so requests. ActionAid USA agrees to follow the compensation policy in Article 40 in relation to this issue.

Grievance Procedure. Any step or steps in the grievance procedure as described in this section, as well as time limits prescribed at each step of the procedure, may be waived by mutual agreement of the parties in writing.

Step 0: Informal Phase. The employee and supervisor will attempt to resolve the grievance informally, either verbally or through a written complaint from the employee. Optionally, the employee may appeal to whichever member of the Senior Management Team he or she is most comfortable and work through this SMT member to attempt to informally resolve the grievance. Informal resolutions must be consistent with the terms of this contract.

Step 1: Supervisor. If the grievant is not satisfied with the outcome of Step 0, or if the supervisor does not respond, he or she may present the grievance to the Union for review. If the Union deems the grievance to be meritorious, the Union shall file a written grievance with the employee's supervisor within 15 business days after the incident or condition which gave rise to the grievance was known or should have been known. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and/or the Union representative. ActionAid shall have ten (10) work days from its receipt of the written grievance to provide a written response to the Union. If ActionAid fails to respond within the time limits specified, the grievance shall be deemed denied, and it shall be automatically advanced to the next step of the grievance procedure.

Step 2: Executive Director. If the grievance is not satisfactorily settled at Step 1, the Union may appeal it in writing to the Executive Director within 5 business days after receiving the Employer's Step 1 written response. Not later than 7 business days after Step One has been appealed, the Executive Director shall meet with the Union and employee in an attempt to resolve the grievance. If the Executive Director is on leave, on travel for ActionAid business, or otherwise unavailable, the Union may request a response from the Chief of Staff or the Director of Finance/Administration. Otherwise, the Executive Director shall have 7 business days to acknowledge the appeal from the Union and indicate a time when the meeting can happen as soon as possible upon the Executive Director's return. ActionAid will give a written response to

the Union within 10 business days after the conclusion of the meeting between the parties. Grievances involving the discharge of the employee will be filed at Step 2 of the grievance procedure within 15 business days of the date of discharge.

With written notice, including email, either party may extend time limits on any grievance in Steps 1 and 2 for a period not to exceed 5 business days. If ActionAid fails to comply with the grievance time limits, the grievance shall be deemed denied and shall automatically proceed to the next step of the grievance procedure. If the Union and/or employee fail to comply with the grievance time limits in Steps 1 or 2, the grievance shall be settled upon the basis of ActionAid's last response without precedent and all further proceedings are waived. Such grievance shall be non-citable.

Step 3: Binding Arbitration. If the grievance remains unresolved, the Union shall have 15 business days to appeal the grievance to arbitration from the date of the last written final response from ActionAid, by making written notification to ActionAid and a simultaneous written request for arbitration to the Federal Mediation Services. The arbitrator shall be selected and the arbitration conducted pursuant to the Federal Mediation Rules.

The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision, or award inconsistent with applicable law. Unless inconsistent with the preceding sentence, the decision or award of the arbitrator shall be final and binding upon the parties subject to their rights under the Federal Arbitration Act and shall be issued within 30 calendar days of the arbitration hearing.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case.

Article 13.

Layoff and Severance

Lay Off. If layoffs are necessary within the organization, a team or a grant-funded project, merit and seniority (within the affected team or project if applicable) shall be taken into account and the management team shall use reasonable discretion in making a decision. Management shall provide an explanation of the reasoning used to make the decision if so requested by affected staff.

Notification. Except in extraordinary circumstances, a minimum of four weeks' notice shall be provided to an employee before her/his last day of work due to a layoff or reduction in force. Management shall be as open and transparent as possible regarding organizational budgets and finances (both restricted and unrestricted), such that the possibility of layoffs should never come as a surprise to any potentially affected staff.

Severance. An employee who is laid off due to budgetary/financial constraints within the organization or because of the elimination of a position will receive severance payments and continuation of benefits as follows: An employee that has worked for at least a year is entitled to a minimum of two weeks' severance payment with benefits. Health and dental insurance coverage will continue until the last day of the month in which severance payments end, if

allowed under the current policies. Accrued but unused annual leave will be paid out to the employee. Annual leave will stop accruing on the last day actually worked. Available funds may be used to pay the employee for additional weeks of full-time work or for additional weeks of severance beyond the two-week minimum, based on an agreement between the employee and management.

Resignations

Any employee with an asterisk in the leftmost column of the Salary Scale chart in Article 40 will be required to give 4 weeks advance written notice for the termination of their contract with ActionAid USA. All employees without an asterisk in the leftmost column of the Salary Scale chart in Article 40 will be required to give at least 2 weeks advance written notice. Upon completing the specified notice period, employees who resign will be paid for any unused vacation days. Employees who do not provide the required advanced written notice will have the days missing from their notice period deducted from their unused vacation days payout.

Once an employee has given their notice to ActionAid USA, he or she may not use their vacation days to fulfill the 2-week or 4-week notice period without written agreement from their line manager.

Simultaneous Hiring

If the organization is hiring for a new position within 60 days of the last date of the targeted employee's last day of work, that employee shall be given preference in the hiring process if there is a match between her/his skills and experience and the job description.

Recall

Employees who have been laid off or had their position eliminated shall be recalled on the basis of seniority by job title and division. Recall rights shall continue for a period of twelve months from the date of separation. It is the responsibility of the laid-off employee to maintain current contact information with Human Resources. A laid-off employee shall be removed from the recall list after twelve months or if the employee fails to accept an offer of recall.

No new employees may be hired for a job title and division that has been the target of layoff or elimination until all persons on the recall list for that job title and division have been offered the position unless the job description has changed by 1/3 or more in the daily job description.

Article 14.

Work Schedule and Telework Policy

Standard working hours are forty hours per week, which full-time staff is expected to meet during regular working hours. ActionAid USA's core business hours are from 10am-3pm, Monday through Friday. Employees' schedules, unless otherwise negotiated under the telework or flexible schedule policy outlined here and agreed by their line manager, are expected to be set around those parameters. A negotiated flexible schedule should be put in writing and signed by the employee and their line manager.

You may take up to one hour each day for a meal break. This time is not counted towards your 8 hours of work.

ActionAid USA commits to supporting an employee's work and is also committed to supporting the employee in maintaining a healthy work-life balance. ActionAid USA recognizes that work responsibilities and tasks vary widely within the organization, that employees thrive under different working conditions, and that flexibility can be critical to employees maintaining a satisfying work-life balance. As such, some employees may negotiate a telework or an alternative work schedule with their line manager that facilitates their productivity at work and supports work-life balance.

Some departments or staff members are not eligible to participate in the flextime plan or teleworking due to the nature of their work. The arrangement must be in the best interests of ActionAid USA, and an agreement to allow a staff member to telework will be assessed and approved by ActionAid USA, on a case-by-case basis, at ActionAid USA's sole and exclusive discretion. In addition, ActionAid USA reserves the right to terminate a telework arrangement at any time, in its sole and exclusive discretion; although in such cases management shall provide at least 30 days prior notice.

If an employee is hired with the understanding that telework is allowable and cancelling such a telework agreement would make it impossible for an employee to perform their job, a cancelling of the telework agreement should be seen as a layoff and all benefits/responsibilities of a layoff would apply. A telework agreement should be put in writing and signed by the employee and their line manager. This arrangement will be evaluated during the employee's annual review. Occasional changes to an employee's work schedule to accommodate specific instances should be arranged with the employee's line manager.

Article 15.

Compensatory Time

On some occasions, employees will need to work on a weekend or when ActionAid USA is officially closed (such as holidays) for travel, conferences, or special events. For any days employees work during these times, they will earn a maximum of 8 hours of compensatory time for every 24 hour period. This should be recorded on the employee's timesheet which is signed off at the end of every calendar month by their line manager. The compensatory time must be used by the end of the following month in which it was earned, or as agreed with the employee's line manager. Compensatory time is forfeited if not used within this time period.

Employees who are doing normal work on weekends are not eligible for compensatory time. Only non-exempt employees are eligible for compensatory time.

Article 16.

Vacation

Full-time, part-time and non-exempt staff members are eligible for pro-rated vacation benefits. Temporary staff and interns are not eligible.

Vacation is calculated according to the organization's fiscal year, which begins January 1st and ends December 31st.

Full-time employees will earn 16 hours of vacation each month during the fiscal year. Part-time staff members earn vacation on a pro-rata basis. Employees are strongly encouraged to use leave in the fiscal year in which it is earned, but up to 40 hours of vacation may be carried over into the following fiscal year.

Vacation requests must be submitted at least two weeks in advance to your supervisor for approval, unless another arrangement has been agreed upon between employee and supervisor. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times. In exceptional circumstances, line managers may approve vacation requests with under two weeks' notice at their discretion.

Unless negotiated during your hire, new employees are not permitted to take vacation leave during the first (3) months of their employment. A supervisor can make exceptions to this rule.

Upon departing ActionAid USA, employees will be paid for accrued but unused vacation.

Article 17.
Holidays

ActionAid USA observes the following paid holidays during the year :

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Inauguration Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Day through New Year's Day

If one of the above holidays falls on a Saturday, it is normally observed the previous Friday. If the holiday falls on a Sunday, it is observed on the following Monday. The Executive Director retains the right, on special occasions and consistent with local customs, to excuse employees for part or all of a particular day.

If employees are required to work during a holiday for a special circumstance; they will earn compensatory time (see above). When a religious holiday, not an "observed" holiday as provided in this Article, falls on a regularly scheduled work day, the employee shall be entitled to a day off to observe the religious holiday by substituting 8 hours of work on an "observed" holiday. An employee must be able to effectively carry out their work on the observed holiday for it to be considered. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least 21 calendar days prior to the religious holiday. Requests in excess of 3 days per calendar year shall be granted at the discretion of the supervisor.

If employees are required to work during a holiday for a special circumstance, they will earn compensatory time (see above).

Article 18.

Sick Leave

Sick leave accrued under this policy may be used by a staff member for any of the following:

- 1) An absence resulting from physical harm or mental illness, injury, or medical condition of the staff member;
- 2) An absence resulting from obtaining professional medical diagnosis or care, or preventive medical care, for the staff member;
- 3) An absence for the purpose of assisting members of the immediate family. Immediate family is defined as spouse, domestic partner, mother, mother of spouse/domestic partner, father, father of spouse/domestic partner, child, child of spouse/domestic partner, sibling, sibling of spouse/domestic partner, or any other relative who resides on a regular basis at the employee's home, as well as relationships characterized by permanence, duration and stability normally associated with family relationships or marriage; or
- 4) An absence if the staff member or the staff member's immediate family member is a victim of stalking, domestic violence, or sexual abuse; provided that the absence is directly related to social or legal services pertaining to the stalking, domestic violence, or sexual abuse, to:
 - a. Seek medical attention for the staff member or the staff member's family member to recover from physical or psychological injury or disability caused by domestic violence or sexual abuse;
 - b. Obtain services from a victim services organization;
 - c. Obtain psychological or other counseling;
 - d. Temporarily or permanently relocate;
 - e. Take legal action, including for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence or sexual abuse; or
 - f. Take other actions to enhance the physical, psychological, or economic health or safety of the staff member or the staff member's family member or to enhance the safety of those who associate or work with the staff members.

Full-time staff members will receive 8 hours (1 working day) of sick leave at the beginning of their contract with ActionAid USA. Upon the successful completion of their initial 3 months of their introductory period, each full-time staff member will receive an additional 40 hours (5 working days) of sick leave.

Subsequently, full-time staff members will accrue sick leave at a rate of eight hours per quarter, according to the following schedule:

January 1 - 8 hours (1 working day)

April 1 - 8 hours (1 working day)

July 1 - 8 hours (1 working day)

October 1 - 8 hours (1 working day)

Staff members who work less than 40 hours a week will accrue sick leave on a prorated basis. Staff members using sick leave must provide notice to their supervisor at the earliest possible moment.

Staff members are not paid for any unused sick hours upon termination of their employment contract with ActionAid USA.

Employees who do not use their sick days during the calendar year can roll them over into the following year.

Personal Leave

ActionAid USA will provide staff members with 72 hours (9 working days) of Personal Leave per calendar year. This leave is designed to supplement sick leave and may be used for medical appointments that occur during working hours or any other health-related need that requires the staff member to be absent from the office.

Staff members will accrue Personal Leave according to the following schedule:

January 1 - 32 hours (4 working days)
April 1 - 16 hours (2 working days)
July 1 - 16 hours (2 working days)
October 1 - 8 hours (1 working day)

When a new member joins ActionAid staff, they immediately accrue Personal Leave as if they had started on the first day of the quarter. Staff members are not paid for any unused personal hours upon termination of their employment contract with ActionAid USA.

Personal Leave balances may not be rolled over at the end of the calendar year.

Staff members are not paid for any unused personal hours upon termination of their employment contract with ActionAid USA.

Article 19.

Donation of Sick Leave

ActionAid USA recognizes that staff members may have a personal or family emergency that causes severe impact to them, resulting in a need for additional time off beyond their allocated sick and personal leave.

To address this need, all eligible staff members will be allowed to donate sick hours from their unused balance to a sick leave bank, in accordance with the policy outlined below.

This policy is strictly voluntary.

Eligibility

Staff members must have successfully completed their 3 month probation period with ActionAid USA

In order to apply for additional sick leave hours from the bank, the staff member must have less than 40 hours (5 working days) in their sick and personal leave balances combined.

In order to donate sick leave hours to another member of staff, the staff member must have and retain at least 120 hours (15 working days) in their sick and personal leave balances combined.

Staff members may not borrow against future sick leave in order to donate to the sick leave bank.

Guidelines

Staff members who would like to make a request to receive donated sick time from the sick leave bank must have a situation that meets the following criteria:

- a) **Family Health Related Emergency** - Critical, catastrophic, chronic or ongoing illness or injury of the staff member or an immediate family member. Immediate family is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, child, brother, brother-in-law, sister, sister-in-law, or any other relative who resides on a regular basis at the employee's home, as well as relationships characterized by permanence, duration and stability normally associated with family relationships or marriage.
- b) **Other Personal Crisis** -A personal crisis of a severe nature that directly impacts the staff member. This may include a natural disaster impacting the staff member's primary residence, such as a fire or severe storm.

Staff members who are currently on an approved leave of absence may not donate sick time to the sick leave bank.

Procedure

Staff members that would like to make a request to receive sick leave hours from the sick leave bank are required to complete a request form, which includes authorization for the ActionAid USA Human Resources person to present their request to staff members for the sole purpose of soliciting donations to the sick leave bank.

Staff members who wish to contribute sick leave hours to the sick leave bank must complete a donation of sick leave form.

If the required sick leave hours are already available in the sick leave bank, no additional donations of sick hours will be required.

The sick leave bank may contain a maximum of 80 hours (10 working days) at any one time.

Sick hours donated to the sick leave bank will not expire.

Staff members may not borrow more than 80 hours (10 working days) from the sick bank for the same illness.

Approval

Requests for additional sick leave hours from the sick leave bank must be approved in writing by the Director of Finance and Administration in consultation with a Union Member of the JLMC. If no agreement is reached, the request will immediately be taken up by the full JLMC and the Executive Director.

The staff member must use all sick and personal leave in their own balance, before sick leave hours from the sick leave bank are released for use.

Article 20.

Parental Leave

Full-time staff members who have completed 12 months of employment with ActionAid USA may be granted a leave of absence with pay upon the birth or adoption of a child. Such leave must be used within one year of the birth of the child and/or placement of the child for adoption.

Full-time staff members who have not completed 6 months of employment with ActionAid USA are not eligible for paid parental leave.

Paid parental leave for employees who have been with ActionAid between six and twelve months shall be negotiated with the Executive Director. Such paid parental leave shall be no less than four weeks, beyond which every effort shall be made to accommodate the employee, based on the organization's capacity.

After one year of employment, employees are eligible for 16 weeks of paid parental leave. All employees have the option of taking a total of six months of parental leave, however any time over the 16 weeks of paid leave will be unpaid. During any time of unpaid parental leave, benefits will not be accrued. Any alternative arrangements must be approved by the Executive Director.

Employees shall provide their supervisors with at least 90 calendar days' notice of anticipated parental leave and discuss a tentative schedule to return. Employees who are adopting a child and may not have the ability to give advance notice of 90 days, will provide their supervisor with as much notice as possible.

Employees on paid parental leave will continue to accrue vacation and sick leave. Employees on unpaid leave will not be able to accrue vacation.

If employees accept alternative employment outside of ActionAid USA during their leave, it will be treated as a voluntary resignation. Employees may not apply for unemployment insurance while on leave.

Article 21.

Jury Duty

Full-time staff members summoned for jury duty are paid their normal rate of pay for up to five days. Thereafter, the leave is unpaid. All other staff members are granted an unpaid leave in order to serve.

Staff members must provide ActionAid USA with a copy of the court payment records in order to be compensated.

Exempt staff members may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Employees should provide written proof of jury service issued by the Court upon return.

Article 22.

Voting Leave

ActionAid USA believes that every staff member should have the opportunity to vote in any state or federal election, general primary or special primary. Any staff member, whose work schedule does not provide them with four hours to vote while polls are open, will be granted up to four paid hours off in order to vote. Employees must request in writing permission to use their voting leave and submit it to their supervisor.

Article 23.

Military Leave

Staff members who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law. The time off will be unpaid, except where state law dictates otherwise. Exempt staff members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the staff member chooses. Military orders should be presented to the HR Administrator and arrangements for leave made as early as possible before departure. Staff members are required to give advance notice of their service obligations to ActionAid USA unless military necessity makes this impossible. You must notify the HR Administrator of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Article 24. Witness Leave

Staff members are given the necessary time off with pay to attend, participate or prepare for a court proceeding. Employees must notify the HR Staff as soon as possible. Employees should provide written documentation from a court or law firm upon return.

Article 25. School Visitation Leave

Staff members who are parents, guardians or acting in place of the parents of a school-aged child are allowed up to 24 hours of leave without pay during any 12-month period to attend their child's school conference, classroom activity or other school-related event. Employees must provide a written request for the leave at least ten calendar days prior to the event, unless the need to attend the school-related event cannot be reasonably foreseen.

Article 26. Bereavement Leave

Full- and part-time staff members are eligible immediately upon hire for five paid days for the death of an immediate family member. Members of the immediate family include spouse, domestic partner, mother, mother of spouse/domestic partner, father, father of spouse/domestic partner, child, child of spouse/domestic partner, sibling, sibling of spouse/domestic partner, or any other relative who resides on a regular basis at the employee's home, as well as relationships characterized by permanence, duration and stability normally associated with family relationships or marriage.

Full- and part-time staff members are eligible immediately upon hire for three paid days to attend the funeral of grandparents, grandchildren, aunts, uncles, nieces and nephews, or those of spouses/domestic partners.

Requests for bereavement leave should be made to the HR Administrator as soon as possible. Management reserves the right to request written verification of a staff member's familial relationship to the deceased as a condition of the bereavement pay.

Article 27. Education Leave

All full-time staff members who have completed five years of employment are eligible for an unpaid education leave of absence to attend classes, conferences, meetings, and/or seminars

when attendance will contribute to the development of your job-related knowledge and skills. Education leaves may not exceed one month during which time no benefits will accrue.

Employee's application for an education leave of absence must be made and approved by their supervisor prior to registration. A maximum of unpaid 160 hours per year can be granted to each eligible staff member. Staff members may elect to use paid vacation time while on education leave.

All full-time staff members who have completed five years of employment are also eligible to take up to (80) hours of paid time off to attend classes, conferences, meetings, and/or seminars when attendance will contribute to the development of your job-related knowledge and skills. This benefit can be taken once a year with prior approval by your supervisor.

Article 28.

Leave of Absence

Under special circumstances, full-time staff members who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Director of Finance and Executive Director in consultation with an employee's direct Supervisor.

A Leaves of absence may not exceed two months, during which time no benefits will accrue. A Leave of absence will only be granted after earned vacation is exhausted.

To the extent allowed by the insurance contract, we will continue to provide medical insurance coverage for staff members on an authorized leave of absence, up to a maximum of two months. During this time you will be responsible for paying your portion of the monthly premium(s).

ActionAid USA will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Article 29.

Sabbatical Leave

ActionAid USA may grant up to four months of paid Sabbatical Leave to a full-time exempt staff member who has been employed with ActionAid USA for at least five years at the sole discretion of the Executive Director in consultation with an employee's direct Supervisor. Proposals for Sabbaticals must be submitted at least six months in advance. Employees are only eligible to apply once every seven years and must commit to remain employed at ActionAid USA for at least one year after returning from their sabbatical.

Article 30.

Lactation Breaks

ActionAid USA will provide a reasonable amount of break time to accommodate a staff member's need to express breast milk for the staff member's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt staff members should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with DC law. ActionAid USA will also make a reasonable effort to provide the staff member with the use of a room or other location (not including a bathroom) in close proximity to the staff member's work area, for the staff member to express milk in private.

Staff members should notify their supervisor to request time to express breast milk under this policy.

**Article 31.
Medical Insurance**

Full- and part-time staff members may enroll in a single, a single plus one dependent, or a family contract immediately upon hire. Eligibility may be defined by state law and/or by the insurance contract.

Participating staff members are also covered under ActionAid USA's medical insurance plan's life insurance, dental insurance, prescription drug and vision care programs. The plan document and summary plan description outlines the benefit plan. Those documents are controlling.

**Article 32.
Employee Assistance Program**

Eligible full- and part-time staff members may participate in the employee assistance program immediately upon hire.

An Employee Assistance Program will be provided to help eligible staff members and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The HR department will provide information (including contact information) about the EAP program to staff upon their hire and in a discrete place in the office.

**Article 33.
Short-Term Disability Insurance**

All exempt and non-exempt full-time and part-time staff members who are not in a temporary position and work at least 20 hours per week are eligible for paid short-term disability insurance coverage. The benefit equals 60% of weekly salary, up to a maximum of \$2,500.00 per week, effective 32 days after the qualifying accident or illness. Coverage is provided for non-occupational illness and injury. Maternity is treated as if it were an illness for this purpose. Benefits are payable up to 9 weeks. Once short-term disability insurance has been exhausted, employees can utilize long-term disability insurance coverage outlined in Article # 34.

In the event of short-term disability leave, ActionAid USA will continue to pay health and disability premiums for eligible staff members on the same basis that is paid for other eligible staff members.

Accrued sick leave may be used prior to using short-term disability, at the staff member's discretion. Additionally, the staff member may utilize accrued sick time while the claim for short-term disability is being reviewed.

**Article 34.
Long-Term Disability Insurance**

All exempt and non-exempt full-time and part-time staff members who are not in a temporary position and work at least 20 hours per week are eligible for paid long-term disability insurance. The benefit equals 60% of a staff member's salary, up to a maximum of \$7,000 per month,

effective 90 days after the staff member goes on disability. Additionally, an employee on long-term disability can work up to 79% time in order to continue to receive his/her full salary. (i.e. If long-term disability is covering 60% of a person's salary, the person can work 40% and receive the full salary. If a person opts to work 60%, then long-term disability will cover the remaining 40%, and the person will continue to receive his/her salary. This continues up until the person is working 79% and long-term disability is covering 21% of the person's salary. Once a person is working 80%, long-term disability coverage stops).

In the event of long-term disability leave, ActionAid USA will continue to pay health and disability premiums for eligible staff members on the same basis that it is paid for other eligible staff members for up to two (2) years from the last workday prior to the leave.

Article 35.

403(b) Qualified Retirement Plan

ActionAid USA provides all exempt and non-exempt staff members with a 403(b) Qualified Retirement plan.

Staff members are eligible to enroll in, and make personal contributions to, the 403(b) retirement plan immediately upon commencement of employment. After six months of employment employees are eligible to receive a discretionary contribution to your Retirement Fund. The amount and timing of this contribution will be decided by the Board of Directors.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the HR Administrator .

Article 36.

Section 132 Plan (Transportation Benefit Plan)

The Transportation Benefits Plan (TBP) under IRS Code 132(f) allows eligible staff members to set aside a portion of their pay toward qualified transportation expenses for mass transit, van pools and parking. All full-time staff members are eligible for this plan and must comply with the requirements of the plan and the IRS. To enroll, a staff member must complete and submit the Transportation Benefit Plan Enrollment and Change form and return it to the HR Administrator .

Article 37.

Reimbursement for Personal Technology Usage

Some staff will be expected to use their personal cell phones for business purposes. If the member of the staff is being appointed to a position where they are required to regularly use their cell phone for business-essential work, this will be communicated to them in writing by the Executive Director upon hire or change in position or duties.

If the position is identified by the Executive Director as one that requires regular usage of a personal cell phone for business-essential work purposes, the member of staff will be eligible for a monthly reimbursement toward the cost of their plan of \$80. This allowance may be suspended at any time and the staff member will be informed by email.

If members of staff are required to use their personal cell phone when travelling in the United States or abroad for work, they may submit an additional reimbursement request, providing the use of the device is required for business essential purposes or safety and the charges are incurred outside of normal operating fees.

Staff members should seek to use the most affordable communications tools while on international travel, making use of free technology such as Skype and Wi-Fi calling. If a staff member uses their personal device, they must arrange for the most affordable deal for roaming and international calls/data service in advance of travel, and only business-essential extra roaming/international calls and data will be eligible for reimbursement.

ActionAid USA will make available a cell phone device for staff members to use for reasonable business-essential purposes, if the member of the staff does not have their own device.

Members of staff may be reimbursed for up to 10 minutes of personal telephone calls home per week while on travel.

**Article 38.
Severe Weather**

ActionAid USA will follow the Federal Government for opening/closing in cases of inclement weather for employees working at the DC Office. ActionAid USA employees who work outside of the Washington, DC area will otherwise follow the guidance of their state and local government authorities as applicable. If federal government offices or state/local government offices (whichever applies) are closed, the ActionAid USA office will be closed and the Executive Director will grant staff members paid emergency leave. Staff members who can work remotely will continue to work when possible. Management will recognize that closure for inclement weather can impact child care, family care, and other caregiving responsibilities and may impact a staff member's ability to work remotely. Impacted staff should inform their line-manager and may take time without being charged vacation or personal time.

**Article 39.
Professional Development**

The staff is very committed to professional development both through programs that may include a financial investment from the organization and to programs that may be free or low cost. The JLMC is charged with developing a professional development program during the first year of this contract.

**Article 40.
Compensation Policy**

No current staff member's salary will be decreased as a result of the implementation of this agreement.

The goal of the compensation policy is to:

1. Ensure internal equality in the organization,
2. Ensure that ActionAid salaries keep pace with inflation and with the broader nonprofit and international development community,
3. Establish clear career ladders and transparent policies towards raises, promotions and salaries.

COLAs

ActionAid will provide the staff with a cost of living increase based on the CPI of suburban

Washington, DC. The increase will be determined based upon the change from July 1 of the preceding year to July 1 of the current year. The COLA will not exceed 5% nor be less than 1% for any year.

Merit Increases

If there are resources available, staff will be eligible for merit increases. As is current practice, the staff will see the organization's yearly budget which includes information about the eligibility of merit increases. Heads of Departments shall consult with all line managers and make recommendations to the Executive Director after discussing merit increases with every staff member during their annual evaluation.

Forty days after the first announcement on merit increase consideration, management is required to report to the staff the percentages of merit increases that were awarded by: department, levels in the salary chart, race and gender. Management and staff will keep this data and make available to all staff for tracking and historical analysis purposes to allow the organization to better meet its goal of discovering and correcting hidden biases.

Promotions

Upon your staff evaluation during your second and fourth years of service at ActionAid USA, and every two years thereafter, the management and staff will discuss an employee's chances for promotion and potential to move forward to a higher level of pay and responsibility at the organization. While employees are eligible for promotions and merit increases every year, this explicit time is to enable an intentional conversation about the employee's future growth.

Temporary Promotions/Dramatic Increase in Responsibility

In a small organization , staff recognize that it may be necessary to assist and pick up others' work from time to time. After 90 days, a staff person who has accepted a role beyond their regular responsibilities as outlined in their job descriptions and duties shall be compensated for the extra responsibility and work. The Director and the staff member shall negotiate the appropriate level of increased payment and a projected timeline for the temporary position.

Article 40

Salary Scale
ActionAid USA Salary Scale* (2021)

	Position	Low	Medium	High
Policy and Campaigns				
*	Deputy Director	\$85,000 - \$90,000	\$90,000 - 95,000	\$95,000 - 100,000
*	Senior Policy Analyst	\$70,000 -75,000	\$75,000 - 80,000	\$80,000 - 90,000
	Policy Analyst	\$55 ,000 - 60,000	\$60,000- 65,000	\$65,000 - 70,000

* Senior Policy Campaigner	\$70,000 - 75,000	\$75,000 - 80,000	\$80,000 - 90,000
Policy Campaigner	\$55,000 - 60,000	\$60,000 - 65,000	\$65,000 - 70,000
Communications			
* Deputy Director	\$85,000 - 90,000	\$90,000 - 95,000	\$95,000 - 100,000
* Communications Manager	\$65,000 - 70,000	\$70,000 - 80,000	\$80,000 - 90,000
Media Officer	\$55,000 - 65,000	\$65,000 - 75,000	\$75,000 - 90,000
Content Strategist/Specialist	\$60,000 - 65,000	\$65,000 - 75,000	\$75,000 - 90,000
Digital Communications Officer	\$50,000 - \$55,000	\$55,000 - \$62,000	\$62,000 - \$68,000
Fundraising			
* Deputy Director	\$85,000 - 90,000	\$90,000 - 95,000	\$95,000-100,000
* Senior Major Gifts Officer	\$75,000 - 80,000	\$80,000 - 90,000	\$90,000-100,000
Major Gifts Officer	\$65,000 - 70,000	\$70,000 - 75,000	\$75,000-80,000
Middle Gifts Officer	\$65,000 - 70,000	\$70,000 - 75,000	\$75,000-80,000
Individual Giving Officer	\$50,000 - 57,000	\$57,000 - 64,000	\$64,000 - 70,000
* Senior Partnerships Manager	\$75,000 - 80,000	\$80,000-90,000	\$90,000 - 100,000
Partnerships Manager	\$65,000 - 70,000	\$70,000 - 75,000	\$75,000 - 80,000
Development Associate	\$50,000 - 52,000	\$52,000-55,000	\$55,000 - 60,000
* Senior Grants Manager	\$75,000 - \$80,000	\$80,000 - \$90,000	\$90,000 - 100,000
Grants Manager	\$65,000 - 70,000	\$70,000 - 75,000	\$75,000 - 80,000
* Senior Corporate Engagement Manager	\$75,000 - 80,000	\$80,000 - 85,000	\$85,000 - 100,000
Corporate Engagement Manager	\$65,000 - 70,000	\$70,000 - 75,000	\$75,000 - 80,000
Finance and Administration			
Office Manager/HR Manager	\$55,000 - 60,000	\$60,000 - 70,000	\$70,000 - 90,000
HR Administrator	\$50,000 - 55,000	\$55,000 - 60,000	\$60,000 - 70,000

Administrative Assistant	\$50,000 - 52,000	\$52,000 - 55,000	\$55,000 - 60,000
Staff Accountant	\$50,000 - 55,000	\$55,000 - 60,000	\$60,000 - 75,000

Classifications:

- *Low/Medium* = When making new hires, ActionAid will set starting salary within the Low or Medium ranges based on the skills and experience of the candidate.
- *High*= The High range is reserved for growth of staff who have been employed with the organization for longer periods of time.

The salary scale will automatically adjust with COLA increases, should they be offered, each year .

*Positions with an asterisk are required to give 4-weeks' notice, as specified in Article 13.

Note : If, during the duration of this contract, a staff member receives a COLA increase that pushes them out of their salary scale category, the employee will receive the increase but it will not impact the agreed upon salary scale.

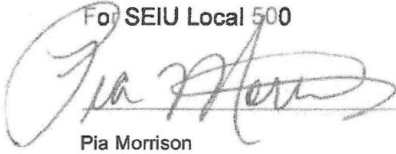
Article 41. Savings Clause

A. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, such invalidity or reporting obligation shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

Article 42. Term of Agreement

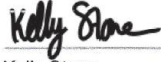
A. This Agreement shall be in full force and effect from June 1, 2021 up to and including May 31, 2024 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter .

For SEIU Local 500



Pia Morrison
President, SEIU Local 500

Date 30 .11.21

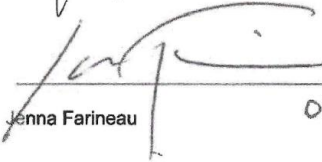


Kelly Stone



Brenna Kupferman

6/30/2021



Jenna Farineau

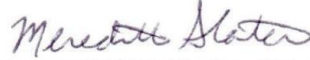
06/30/2021

For ActionAidUSA



Niranjali Amerasinghe
Executive Director

Date: 7/1/2021



Meredith Slater



Brandon Wu

Addendum

Side Letter Agreement Concerning Matters Discussed in Bargaining

Sick Leave

As discussed during recent bargaining between Action Aid USA and SEIU Local 500, certain matters regarding sick leave balances were to be addressed in side, non- precedent setting agreement.

This side agreement confirms that the parties agree that:

Upon execution of the union contract, Amy Leichtman, Kelly Stone, and Brandon Wu have agreed to reduce their individual accrued sick leave balance to 120 hours. All forfeited sick leave balances which result from this reduction are to be deposited to the sick leave bank for use by staff as outlined in Article 19.

Financial Hardship

Due to the current financial circumstances, COLAs and Merit Increases are suspended until December 31st, 2017, or prior to that date if the Employer receives an increase in funding. The Employer agrees to inform the Union in the event of an increase in funding, and further agrees that, under such circumstances, either party may re-open bargaining on economic matters, if either party requests to do so.