

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CWA Local 1180
&
**National
Audubon
Society**



SEPT. 23, 2024 — OCT. 31, 2027

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PREAMBLE

This Collective Bargaining Agreement, together with all Exhibits hereto ("CBA" or "Agreement"), which is the product of bona fide, arm's length collective bargaining, is entered into the 23rd day of September, 2024, by and between the National Audubon Society ("Audubon" or "Employer"), a not-for-profit corporation and the Communications Workers of America ("CWA" or "Union"), which is recognized as the sole and exclusive bargaining representative of present and future employees of Audubon as identified herein.

Whereas Audubon is committed to the mission of protecting birds and the habitats needed to sustain them; and

Whereas Audubon's workforce is integral to the success of Audubon's mission; and

Whereas the workforce has elected to be represented by the Union as detailed herein; and

Whereas the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, fostering a climate that empowers employees to meet Audubon's mission and other conditions of employment;

Now, therefore, in consideration of the promises and mutual agreements contained herein, the Employer and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement.

ARTICLE 1

RECOGNITION AND ESTABLISHMENT OF THE UNIT

CERTIFICATION NUMBER 02-RC-279316

Section 1

Pursuant to Certification number 02-RC-279316 dated October 1, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean: All full-time and regular part-time employees employed by the Employer in the Development, Finance, IT, Marketing, Content, Network, Communications, Delivery, Conservation, and EDI departments. Covered employee(s) also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean: All other employees, including employees who report to the state offices (states and centers), directors, seasonal employees, fellows, interns, confidential employees, employees in the Executive Office, employees in the Office of Human Resources, employees in the Office of General Counsel, professional employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 04-RC-284593

Section 1

Pursuant to Certification number 04-RC-284593 dated December 21, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer out of its Mid-Atlantic regional office, including the Discovery Center in Philadelphia, PA, the John James Audubon Center in Audubon, PA, nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, including employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, managers, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 10-RC-284521

Section 1

Pursuant to Certification number 10-RC-284521 dated December 21, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the North Carolina state office, including employees of nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, including employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 03-RC-284515

Section 1

Pursuant to Certification number 03-RC-284515 dated December 27, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer at its New York-Connecticut Regional Office, including employees employed at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term “excluded employee” shall mean directors, seasonal employees, fellows, interns, confidential employees, employees who report to the Employer’s National Office, guards, professional employees, and supervisors as defined in the Act, and all other employees.

CERTIFICATION NUMBER 03-RC-284518

Section 1

Pursuant to Certification number 03-RC-284518 dated December 27, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term “covered employee and/or employees” as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer at its Vermont state office, including employees employed at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term “excluded employee” shall mean directors, seasonal employees, fellows, interns, confidential employees, employees who report to the Employer’s National Office, guards, professional employees, and supervisors as defined in the Act, and all other employees.

CERTIFICATION NUMBER 19-RC-284542

Section 1

Pursuant to Certification number 19-RC-284542 dated December 28, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Alaska state office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 19-RC-284550

Section 1

Pursuant to Certification number 19-RC-284550 dated December 28, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Washington state office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 20-RC-284544

Section 1

Pursuant to Certification number 20-RC-284544 dated December 30, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the California state office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, including employees who report to the National Office,

directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 13-RC-284536

Section 1

Pursuant to Certification number 13-RC-284536 dated December 30, 2021, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Great Lakes regional office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, employees at the Aullwood Nature Center, employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 28-RC-284540

Section 1

Pursuant to Certification number 28-RC-284540 dated January 4, 2022, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates

of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Southwest regional office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term "excluded employee" shall mean all other employees, including employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 14-RC-284621

Section 1

Pursuant to Certification number 14-RC-284621 dated January 6, 2022, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term "covered employee and/or employees" as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Nebraska state office, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those

titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term “excluded employee” shall mean all other employees, including employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

CERTIFICATION NUMBER 14-RC-284622

Section 1

Pursuant to Certification number 14-RC-284622 dated January 6, 2022, of the National Labor Relations Board, Audubon recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment,” and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2

The term covered employee and/or employees” as used in this Agreement shall mean all full-time and regular part-time employees employed by the Employer in the Upper Mississippi regional office, covering the states of Missouri, Iowa, and Minnesota, including employees at nature centers, sanctuaries, and preserves. Covered employee also shall include those titles created by the parties pursuant to the New Title and Classification Article of this Agreement.

Section 3

The term “excluded employee” shall mean all other employees, including employees who report to the National Office, directors, seasonal employees, fellows, interns, confidential employees, guards, and supervisors as defined by the Act.

ARTICLE 2

PROBATIONARY PERIOD

Probationary employees. Employees will be subject to a probationary period of ninety (90) days commencing on the first day of employment. The Employer can terminate the probationary employee at any time before the expiration of the probationary period.

ARTICLE 3

NEW JOB TITLE AND JOB CLASSIFICATIONS

Audubon shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification contains a part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies Audubon of a desire to meet within fourteen (14) calendar days of its receipt of Audubon's notice, the parties then will meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, Audubon shall be free to implement its decision and the Union shall be free to challenge that decision before the National Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the National Labor Relations Act, the parties then shall negotiate as to the proper rate of pay for the classification, with Audubon free to assign a temporary rate pending resolution of negotiations.

The parties shall negotiate for a period of no more than thirty (30) calendar days from the date such negotiations commenced. If the parties cannot reach agreement, the

assigned temporary rate shall continue until otherwise modified in accordance with the terms of this Agreement or by mutual agreement between CWA and Audubon.

ARTICLE 4

UNION SECURITY AND DUES DEDUCTION

Section 1

All employees covered by the terms and conditions of this Agreement shall, as a condition of continued employment, either become a member of the Union, or pay agency fees to the Union by signing a dues or agency fee authorization form.

Section 2

Upon receiving a written statement from the Union indicating that an employee has failed to comply with the conditions of Section 1 immediately above, said employee shall be terminated within thirty (30) calendar days after receipt of notification to Audubon unless the employee has complied with the conditions of this Article, and the Union so attests, prior to the end of the thirty (30) day period. The Union shall provide a copy of the aforementioned written statement to the employee in real time. The Union shall indemnify, save, and hold Audubon harmless against any form of loss or liability arising out of any action taken or omitted by, or at the request of, the Union under this Article.

The foregoing shall be interpreted and applied in accordance with, and shall be subject to, any prohibitions or restrictions contained in applicable federal law and the laws of the jurisdictions covered by this Agreement.

Section 3

Following ratification of this Agreement, the Union shall convey to Audubon in writing the dues required for union membership, the agency fee, and the amount of any initiation fees.

Section 4 — Submitting Dues Or Agency Fee Forms

A. Employees in the Bargaining Unit on or Before the Date of Ratification

Simultaneous with or following the Union's written conveyance of the dues required for union membership, the agency fee, and the amount of any initiation fees, the Union shall submit to Audubon an Excel spreadsheet listing the employees who have authorized dues or fees deductions.

B. Employees in the Bargaining Unit After the Date of Ratification

Employees or the Union may submit dues or agency fee authorizations in person or by email to the management designee or designated email address through use of the forms in Appendix D and Appendix E. The form must be filled out completely, legibly, and signed (by hand or electronically) by the employee to be valid.

Section 5

Within thirty (30) calendar days following receipt of the list (Section 4.A.) or dues/agency fee authorizations (Section 4.B.), Audubon shall deduct from the wages of employees, membership dues, agency fees, and/or initiation fees in accordance with the schedule in Section 10 — Deduction Procedures.

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.

Section 6

During the term of the Collective Bargaining Agreement, only the Union can inform Audubon to stop said deductions.

Section 7 — CWA COPE-PAC

- A. Within thirty (30) calendar days of receiving a completed and signed "Authorization for CWA COPE-PAC" form (Appendix F), Audubon shall deduct from the pay of an employee voluntary contributions to CWA COPE-PAC. Authorizations for CWA COPE-PAC must be submitted either in person or via email to the Audubon designee or designated email address.
- B. Requests to stop CWA COPE-PAC deductions must be submitted in writing and delivered in person or via email to the Audubon designee or designated email address. CWA COPE-PAC cessation requests will be processed within thirty (30) days of receiving such requests.

Section 8 — Remittance

Audubon shall electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, on or around the tenth (10th) of the month following the month in which the deductions were made.

Section 9 — Information to Accompany Monthly Remittance

Included with or following each monthly remittance, Audubon shall furnish the Union a list of employees in the bargaining unit, including their names, classifications, dates of birth, most recent dates of hire, rates of pay, home addresses, personal email addresses, and phone numbers, if available, status (active or if on a leave of absence and the type of leave), amount of dues, fees, or CWA COPE-PAC deducted (if any), and a unique identifier, such as employee ID.

Section 10 — Deduction Procedures

- A. Union dues, agency fees, initiation fees, or CWA COPE-PAC contributions shall be deducted from the employee's base salary or wages, which includes paid leaves such as sick leave, vacation, holiday, or personal days, but excludes

payment categories such as bonus payments, stipends, and final payouts associated with accrued leaves.

- B. The schedule for such deductions shall be as follows:

EMPLOYEES PAID Bi-Weekly

DEDUCTIONS Installments in the first two
bi-weekly periods each month

Section 11

Audubon shall be relieved from making dues, fees, and CWA COPE-PAC deductions from any employee who has insufficient net earnings in the pay period to cover said deductions after the following deductions have been made:

- A. Those required by law (examples include: wage garnishments, federal and state unemployment, social security, Medicare, and local taxes);
- B. Those authorized in this Agreement for Health and Welfare Premiums, if applicable; and
- C. Employee's retirement contributions, if any.

Section 12 — Correction of Errors

- A. If Audubon fails to deduct and remit the correct amount of authorized payroll dues, fees, or other authorization deductions, or any part thereof, Audubon shall correct the deduction amounts within forty-five (45) days of becoming aware of the error(s).
- B. If Audubon's error resulted in deductions less than the correct amount, Audubon shall make the additional required deductions from the salary of the employee to make up the difference between the actual and correct amounts within forty-five (45) calendar days.
- C. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employee(s) accordingly.

Section 13

"Payroll Deduction Authorizations" shall terminate when an employee:

- A. Is transferred to a job that is not represented by CWA, or
- B. Is removed from the payroll of Audubon.

"Payroll Deduction Authorizations" terminated in accordance with the above provisions shall be reinstated provided the employee complies with Section 4.B. of this Article.

Section 14

Where implementing new or revised dues/agency fee/initiation fee/CWA COPE-PAC amounts results in associated costs (machine, programming, etc.), such costs shall be paid by the Union. Audubon shall provide the Union with estimated costs and estimated time of completion. The Union shall pay the agreed-upon costs before Audubon begins the process of deducting amounts from employees' pay.

Section 15 — Indemnification

Audubon assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. As a result, the Union agrees that it will reimburse Audubon for any costs and indemnify and hold Audubon harmless from any claims, actions, proceedings, or recovery of damages sustained by any person or entity arising from deductions made by Audubon or any action taken under this Article.

ARTICLE 5

UNION STEWARDS

Section 1

- A. Audubon shall recognize seventeen (17) union stewards across all twelve (12) bargaining units. The seventeen (17) stewards designated by the Union shall represent the maximum number of paid stewards across all twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington). The number of stewards under this section A. shall not fluctuate.
- B. On the date of ratification, a snap shot of the number of bargaining unit employees across all twelve (12) bargaining units shall be taken. For every fifty (50) employees added above the snap shot taken across all twelve (12) bargaining units, or if twenty-five (25) are added to any single bargaining unit, an additional steward shall be added. The number of stewards may decrease under this section if the number of employees reverses by fifty (50) across all bargaining units or by twenty-five (25) in any one bargaining unit.

Section 2

The functions of a union steward are to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, attend the union portion of New Employee Orientation, investigate and assist in the processing of grievances, and meet with management regarding investigatory and/or disciplinary meetings.

Section 3

No later than sixty (60) days following ratification of this Agreement, the Union shall inform the Director of Labor Relations of the names of the union stewards, if any, discussed in Section A above. The Union shall inform Audubon of any changes to the person(s) identified as union stewards under this Article.

Section 4

The union steward(s) shall each be released in without-loss-of-straight-time-pay in accordance with Section 5 below for not more than ten (10) hours per month. Additional hours may be mutually agreed upon.

Section 5

A request for release time will be made to the union steward's supervisor prior to the event/activity the union steward is seeking to be released for. Such approval shall be granted solely based on operational needs and shall not be unreasonably denied.

ARTICLE 6

NEW EMPLOYEE ORIENTATION

Section 1 — Notice

Audubon will notify the shop steward, if any, and the CWA designated representative of any scheduled New Employee Orientation dates, no less than fourteen (14) days in advance of any scheduled New Employee Orientation, which shall normally occur at least once a month. This notice to the Union shall include the name, classification, personal email, phone number, and department of all new bargaining unit employees expected to attend the New Employee Orientation.

Section 2

During the New Employee Orientation, which may be in person or virtual, the Union shall be afforded the final forty-five (45) minutes in which to meet privately with all new bargaining unit employees who are present at the New Employee Orientation and who shall remain on without-loss-of-straight-time-pay status.

Section 3

All new bargaining unit employees shall be required to attend a New Employee Orientation.

ARTICLE 7

LONG-TERM UNION BUSINESS LEAVE

Section 1 — General Conditions

Audubon shall provide an employee with Long-Term Union Business Leave to serve as an Officer of the Union or Union Representative. A Long-Term Union Business Leave requires the employee to take a total leave of absence, not a reduction in time, from Audubon. A Long-Term Union Business Leave does not constitute a break in service although access privileges (e.g., badge access to building, Audubon email) are suspended during the employee's leave period.

Section 2 — Notice

Following at least forty-five (45) calendar days' written notice to the Director of Labor Relations from CWA and the impacted employee, Audubon shall provide one (1) bargaining unit employee from the twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington) with a Long-Term Union Business Leave to serve as an Officer of the Union. Example: If Audubon grants a Union Business Leave to one (1) employee from the

National unit, employees from the other eleven (11) CWA-represented bargaining units are not eligible for the leave during the same period.

- A. In accordance with the terms of this Article, the Union shall specify the begin and end dates of the leave in the written notice referenced in Section 2 above.
- B. The duration of the leave shall not exceed three (3) years from its start date.

Section 3 — Frequency

Audubon shall not be required to provide employees with a Long-Term Union Business leave if any one of the factors below are present:

- A. An employee from a CWA-represented bargaining unit (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington) is currently on a Long-Term Union Business Leave;
- B. It has been less than three years since Audubon last granted an employee from any one of the above-listed CWA-bargaining units a Long-Term Leave of Absence; or
- C. There is an outstanding reimbursement owed to Audubon by CWA from a previous Long-Term Union Business Leave.

Section 4 — Pay Status

For the duration of the employee's Long-Term Union Business Leave, the employee shall continue to be paid by Audubon, accrue seniority, and retain their same health benefits coverage in accordance with the terms of this Agreement.

Section 5 — Wage Increases

An employee on a Long-Term Union Business Leave shall be eligible for wage increases in accordance with the terms of this Agreement.

Section 6 — Workers' Compensation

An employee on a Long-Term Leave Union Business Leave shall not be eligible for Workers' Compensation benefits arising out of an injury occurring during the leave from Audubon. While on Long-Term Union Business Leave, Audubon employees shall be covered by CWA's Workers' Compensation carrier.

Section 7 — Union Reimbursement

CWA shall reimburse Audubon for actual costs of employee compensation, including salary plus all benefits paid to the employee for the time the employee is on Long-Term Union Business Leave.

- A. CWA shall submit payment to Audubon within thirty (30) calendar days following mailing of an invoice from Audubon.
- B. If CWA fails to submit payment in accordance with Section 7.A immediately above, CWA shall be given a grace period of fourteen (14) calendar days following the original due date in which to submit payment.
- C. If CWA fails to submit payment in accordance with Section 7.B immediately above, the employee's Long-Term Union Business Leave shall terminate and will permanently revert to a "leave without pay".

Section 8 — Return from Leave

- A. Audubon shall not be required to return an employee to active employment status prior to the completion of the duration of the leave. However, an employee may return to work prior to the completion of their Long-Term Union Business Leave with a minimum of forty-five (45) calendar days' advanced written notice to the Director of Labor Relations.

- B. Upon return, the employee shall be placed in the same position from which they took the Long-Term Union Business Leave, subject to the provisions of Section 8.C below.
- C. An employee's return to work shall be consistent with staffing reductions and/or layoffs that may have occurred during the period of the Long-Term Union Business Leave.



ARTICLE 8
MANAGEMENT RIGHTS

Management of Audubon is vested exclusively in Audubon. The parties agree that all rights not specifically granted in this Agreement are reserved solely to Audubon.

Except as expressly modified or restricted by a specific provision of this Agreement, all inherent managerial rights, prerogatives, and functions are retained and vested exclusively with Audubon, including but not limited to, the right to plan, control, and direct operations, the use of resources, services provided, program priorities, and the equipment, means and methods for meeting such objectives; determine the number of employees to be employed; recruit, hire, develop, promote, layoff, and transfer employees consistent with this Agreement; determine employee qualifications and direct their work; set standards for and evaluate job performance; create, consolidate, discontinue, and modify job descriptions; establish, amend, and administer rules, policies, and procedures, including reasonable access rules provided the same are not inconsistent with this Agreement; determine the hours of work and shifts to be worked; reprimand, suspend, demote, discharge or otherwise discipline employees for misconduct or failure to perform satisfactorily in accordance with this Agreement including just cause standards; to use

temporary/seasonal staff and/or independent contractors to perform bargaining unit work or services, to sub-contract, contract out, move or close down operations or any part thereof and to take whatever action is necessary to determine, manage, and fulfill the mission of Audubon and the services it provides.

ARTICLE 9

WORK RULES

Section 1 — General Provisions

- A. Audubon has the right to promulgate, supplement, alter, modify, amend, and rescind work rules. For the purposes of this Article, work rules are defined as rules promulgated by Audubon that regulate employees relative to and affecting their employment. Work rules may be implemented only for reasons of bona fide business and/or health and safety necessity.
- B. For the purpose of general definition under this Article, work rules shall be understood to mean rules governing work determined by Audubon to be required for the purpose of ensuring the orderly and efficient operation of Audubon and for ensuring the health and safety of employees and others. Work rules promulgated by Audubon shall be consistent with the provisions of this Agreement.
- C. No work rule shall have the effect to diminish or otherwise reduce the benefits, rights, and terms of conditions of employment of employees in the bargaining unit.
- D. Work rules will not be arbitrary or capricious and will be uniformly applied.

Section 2 — Application and Grievability

- A. In the event Audubon's enforcement/application of its work rules is inconsistent with any portion of this Article, a grievance may be filed in accordance with the provisions of Article 14 — Grievance Process and Article 15 — Arbitration.
- B. In the event the application of a work rule is appealed to arbitration, the Arbitrator shall have no authority to newly fashion or to modify the work rule, but may rescind such work rule when rendering a decision and/or any other applicable remedy.

ARTICLE 10

NONDISCRIMINATION

Section 1

The Parties agree that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, tuition assistance, and social and recreation programs, will be administered without regard of actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, 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, union activity, or any other classification protected by applicable federal, state, or local laws.

Section 2

For the purposes of the Article, all the terms contained in Section 1 above shall be interpreted as defined by law. If

the terms, sex characteristics, gender identity, and gender expression are not defined under law, then the terms shall have the following meanings:

- A. Sex characteristics refer 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.
- B. 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.
- C. 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.
- D. 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 preferred 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.

Section 3

Transitioning employees have the right to determine when, how, and with whom to share information about their transition status.

Section 4

All staff have the right to:

- A. Expect privacy in relation to their gender identity and gender expression. Transitioning employees have the right to determine when, how, and with whom to share information about their transition status.
- B. Have Audubon's personnel records reflect changes in name or gender upon request. Audubon may be required by law to provide documentation of a legal name change in order to change the employee's name in certain circumstances, such as in connection with the employee's payroll or retirement accounts.
- C. Be referred to by the name and pronoun(s) of their choice. The intentional or persistent misuse of a person's pronouns or gender identity can constitute harassment. All employees may display their pronouns in signature lines and in other contexts where helpful to identify the way in which they would like to be addressed.
- D. Have their gender identity and gender expression supported by management and Human Resources. When requested, management and/or Human Resources will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, partners, donors and other members of the public, in accordance with established guidelines.

- E. Be assigned work-based on non-discriminatory factors. Employees may not be directed away from job assignments or otherwise adversely treated because of their sex, gender identity, status as transgender or GNC, or any other protected characteristics.
- F. Access restrooms corresponding to their gender identity. In addition, Audubon's preference is for all Audubon facilities to have at least one non-gendered restroom available for use.
- G. Be provided benefits, such as health insurance, that do not discriminate based on gender, gender identity, or gender expression. Audubon will not enter health insurance contracts that exclude coverage for transition-related care.

Section 5

Each bargaining unit member is also obligated not to discriminate, harass, or retaliate on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact with during the course of the employee's work.

ARTICLE 11

REASONABLE ACCOMMODATION

Section 1 — General Provisions

- A. A person is disabled if they 1) have a physical or mental impairment that substantially limits one or more major life activities; 2) have a record of such impairment; or 3) is regarded as having such an impairment. A disability may include physical, sensory, mental, cognitive, intellectual, developmental, and psychiatric disabilities, neurodivergence, and chronic illnesses/chronic diagnoses, including those that are episodic or in remission if they affect the life activities when active.

- B. Consistent with applicable law, Audubon will provide a reasonable accommodation to employees with qualifying disabilities as defined in this Article and under federal and applicable state and local law to enable such employees to perform the essential functions of their job, unless such accommodation would cause Audubon undue hardship. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent under similar or dissimilar circumstances. All accommodations will be decided on a case-by-case basis in accordance with the specific functional abilities of the employee and the specific requirements of the employee's job.

Section 2 — The Interactive Process

When an employee requests reasonable accommodation for a disability or Audubon has reason to believe that a reasonable accommodation may be needed, the employee and Audubon will engage in the interactive process, which is an ongoing dialogue between Audubon and the employee about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices, modification of existing facilities, restructuring the job to eliminate non-essential job functions, remote work, and leaves of absence. Both Audubon and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodations.

- A. During the interactive process, Audubon will consider information related to: the essential functions of the job, the employee's functional limitations, possible accommodations, the reasonableness of possible accommodations. and issues related to the implementation of a reasonable accommodation. Audubon and the employee together will strive to arrive at a reasonable accommodation acceptable

to both parties, but the decision as to whether a particular accommodation is reasonable or an undue hardship is in Audubon's sole discretion.

- B. An accommodation is not reasonable if it would cause Audubon undue hardship. Undue hardship will be interpreted in accordance with applicable law, including federal, state, and local guidelines.
- C. Medical Documentation. Upon request, the employee is responsible for providing Audubon with medical documentation from an appropriate health care provider. The documentation must describe the existence of the qualifying disability, what functional limitations result from the disability that affect the employee's ability to perform specific essential functions of their job, and a proposed reasonable accommodation. Audubon may require that an Audubon-appointed licensed health care provider examine the employee and/or confirm the documentation provided by the employee. In such a case, Audubon will pay the costs of the Audubon-appointed health care provider.

Section 3

In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by Audubon with respect to work schedule, job duties, or any other term or condition of employment shall not in any way become applicable to any other individual, class, or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such a person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

Section 4 — Grievability/Arbitrability

Any dispute regarding Audubon's compliance with this Article shall be subject to the parties' grievance and arbitration provisions in this Agreement.

ARTICLE 12

IMMIGRANT WORKERS

Section 1 — General Principles

The Union and Audubon have a mutual interest in avoiding the termination of trained employees.

Section 2 — Absence from Work Due to Law Enforcement

Audubon will not discipline, discharge, or otherwise act against any employee who is absent from work due to arrest, detention, or incarceration by law enforcement pursuant solely to the employee's citizenship status or Visa status, and those days will not count against the employee's time and attendance record, provided the employee communicates their absence from work as soon as reasonably practicable. In such instances, the employee will be granted up to one hundred twenty (120) consecutive days of unpaid leave. Audubon's obligations in this Section 2 are waived in the event the Employee's arrest, detention, or incarceration is due, in whole or part, to a felony offense.

Section 3 — Protection of Rights During Workplace Immigration Enforcement

If Audubon is served with a search and/or arrest warrant, administrative subpoena, or other request for documents by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE) Audubon will:

- A. Refuse admittance of any DHS or ICE agents who do not possess a valid administrative warrant or a warrant signed by a federal judge or magistrate.

- B. Not reveal to the DHS the names, addresses, or immigration status of any employee, except pursuant to a valid administrative warrant or subpoena signed by a federal judge, magistrate, or immigration officer designated by the DHS.
- C. Permit inspection of I-9 Forms by DHS or DOL only after a minimum of three (3) days' written notice, unless a warrant specifies a shorter time frame.
- D. Provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate.
- E. Call individuals named on the warrant when a warrant specifically names certain individuals or the DHS presents a warrant or subpoena that requires the production of I-9 forms of named individuals.
- F. Provide the targeted employee with the full time allowed in the notice to remedy the suspect documents following receipt of a Notice of Suspect Documents by DHS.

Section 4

Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days to present to Audubon a replacement for a previously issued but lost, stolen, or damaged document.

Section 5

It is acknowledged that this Agreement shall not be interpreted to cause Audubon to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).

Section 6 — I-9 Forms

Audubon will maintain Employee I-9 forms in a file separate from personnel records.

Section 7 — Verification and Re-Verification of Work Authorization

Audubon will not require or demand proof of immigration status, except such proof as may be required by 8 U.S.C. 1324A(B) and listed as an acceptable I-9 document by DHS. Further, Audubon will not require that an employee re-verify their authorization to work unless Audubon obtains actual or constructive knowledge that the employee is not authorized to work in the United States or an employee's temporary work authorization expires. "Actual or constructive knowledge" means such knowledge that would subject Audubon to liability under the "employer sanctions" provisions of the immigration laws, 8 U.S.C. 1324a. Further, Audubon will not require employees engaged in "continuing employment" to submit to a re-verification of work authorization. "Re-verification" means requesting an employee show documents that purport to prove their authorization to work in the United States when not required, and includes a request to provide proof of a valid Social Security Number (SSN). In the event that Audubon determines it has the requisite "actual or constructive knowledge" that requires reverification of an employee's authorization to work, Audubon will afford the employee up to one hundred twenty (120) days of unpaid leave or accrued and appropriate paid leave (e.g., personal days, vacation) to establish work authorization.

Section 8 — Corrections to Records

An employee may notify Audubon of a change in name or SSN and Audubon will modify its records to reflect such changes. Such employees shall not have their seniority or employment status affected, or suffer any loss of benefits as a result of

notifying Audubon of such changes. Audubon may not discharge or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect lawful changes to their lawful name or valid SSN.

Section 9 — Social Security “No-Match” Letters

In the event that Audubon receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an employee’s name and SSN that Audubon reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA’s records, Audubon agrees to the following:

- A. Audubon will provide a copy of the notice to all employees listed on the notice;
- B. Audubon will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee as a result of these circumstances, unless Audubon has evidence that the mismatch was a result of the employee’s deceptive practice; and;
- C. Audubon will not require that employees listed on the notice bring in a copy of their Social Security card for Audubon to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status unless required to comply with Audubon’s obligations under the law.

Section 10 — Expiration of Documents

Audubon agrees to treat an employee’s period of removal from employment due to the expiration of the employee’s work authorization document as a leave of absence without pay for a period of up to one hundred and twenty (120) calendar days and reinstate the employee to work without loss of seniority

upon receipt of the renewal work authorization document if the employee provides acceptable I-9 documents showing proof of continued work authorization.

Section 11 — Remedies

If Audubon violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any employee, Audubon shall, in addition to any other remedies awarded by the arbitrator, reinstate and make the employee whole, unless reinstatement and/or make-whole remedy is not permitted due to the employee's immigration status.

Section 12 — Citizenship

Upon request, employees shall be released for up to ten (10) unpaid working days, which can be substituted for any accrued paid time off available, during the term of this Agreement in order to attend U.S. citizenship and immigration services proceedings and any related matters for the employee only. Audubon may request verification of the reason for such absence.

Section 13 — Limited English Proficient Workers

Audubon recognizes the right of employees to use the language of their choice among themselves. Audubon shall work with the Union to provide English as a Second Language (ESL) and literacy classes to employees, either directly or in partnership with not-for-profit ESL providers. Audubon agrees that any employee who is disciplined or discharged must be provided with notice in a language in which they are proficient, and any meetings that may lead to, or concern, discipline or discharge must be conducted in a language in which the employee is proficient.

Section 14

For employees holding any temporary work authorization, Audubon will make reasonable efforts in the immigration

sponsorship process, including providing financial support, where required by law.

Section 15 — Reinstatement From Leave of Absence

An employee granted a leave of absence pursuant to this Article shall be reinstated to the same position provided the employee returns to work immediately following termination of the leave. An employee who would have been laid off or terminated had they remained on pay status during the leave period shall be subject to the terms provided in Article 40 — Adjustment to the Workforce.

ARTICLE 13

NO STRIKES — NO LOCKOUTS

Section 1

During the term of this Agreement or any written extension thereof, Audubon agrees that there shall be no lockouts by the organization. CWA, on behalf of its officers, agents, and members, agrees that there shall be no strikes, stoppages, or interruptions of work, or other concerted activities, including sympathy strikes, which interfere directly or indirectly with Audubon operation during the life of this Agreement or any written extension thereof. CWA, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

Section 2

An employee who violates this Article shall be subject to discipline up to and including termination of employment, in accordance with Article 16 — Discipline and Dismissal.

Section 3

Nothing herein constitutes a waiver of Audubon's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 14

GRIEVANCE PROCESS

Section 1 — Optional Informal Review

Before commencing the formal grievance [process](#), employee(s) with or without their representative, may first attempt to informally resolve any grievance with their immediate supervisor.

Section 2

A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees, or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, Letter of Agreement/Side Letter, Audubon policies, or alleging an employee was subject to discipline or discharge without just cause. An individual employee also can file a grievance on their own behalf.

Section 3

For purposes of this Article, time limits are calculated in calendar days, and deadlines that fall on a weekend or Audubon-recognized holiday will automatically be extended to the next regular weekday.

Section 4

All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. Failure to meet any time limit, or extension to a limit, will render the grievance ineligible for further processing and Audubon's last answer will be considered final.

Section 5 — Expedited Grievance Process

A. Grievances concerning the termination of an employee or a violation(s) of Article 10 — Nondiscrimination may bypass

Step 1 of the grievance process and instead be initially filed at Step 2 of the grievance process.

- B. Where this Section 5, Expedited Grievance Process, is invoked and Step 1 is bypassed, this grievance process shall be amended so a Step 1 initial filing, meeting, and response are skipped and instead:
1. The grievant and/or Union shall have forty-five (45) calendar days in which to initially file its grievance at Step 2;
 2. Audubon shall acknowledge the expedited grievance consistent with Section 10.A.2 of this Article; and
 3. Audubon shall issue a written decision within twentieth (20) calendar days following a Step 2 meeting, or receipt of the grievance if it is agreed that no meeting will be held.

All other grievance standards and obligations of the parties, as outlined herein, remain in effect.

Section 6

Formal grievance meetings shall be held at mutually agreeable times and locations. Video conference shall be the default if the parties cannot agree on a physical location. For the purpose of presenting a grievance, the aggrieved employee(s) shall suffer no loss in pay for the time consumed in, and reasonably consumed in, traveling to and from grievance meetings.

Section 7

It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

Section 8

Audubon will keep the Union fully informed, in writing, on a current basis, of the designated physical and email addresses

in which to send grievances and the individuals designated to receive grievances.

Section 9

Audubon shall provide a copy of any and all grievance responses issued to an employee whether or not the Union is representing the employee in the grievance.

Section 10

In the event an employee and/or Union representative files a grievance, the parties agree to attempt to settle the grievance by the following steps:

- A. Step 1: The aggrieved employee and/or Union representative shall file a written grievance with Audubon's Labor Relations office by U.S. mail, hand-delivery, or email to the address designated to receive grievances. The grievance shall be filed within forty-five (45) calendar days after the date on which the employee or the Union knew or should have known of the event or action giving rise to the grievance. Informal attempts to resolve a grievance shall not toll the time limits, including the initial forty-five (45) day filing time limit.
 1. Only one subject matter shall be covered in any one grievance. A formal grievance shall identify:
 - a. The specific Article(s) and Section(s) of this Agreement, Letter of Agreement/Side Letter or Policy alleged to have been violated; and
 - b. The action(s) that allegedly violated the identified Article(s) and Section(s); and
 - c. The date(s) (or approximate dates if actual dates are unknown) of the action(s) that violated this Agreement; and
 - d. The remedy requested.

2. Acknowledgement of Grievance: Receipt of the grievance shall be acknowledged in writing by Audubon as soon as practicable, but no later than ten (10) calendar days following receipt. In all instances, CWA shall be provided with a copy of the acknowledgement, and if the grievance is incomplete or does not identify the information required in Section 10.A.1 above, Audubon will advise the grievant and the Union to complete the required information. The Union or grievant will have either seven (7) calendar days or the number of days remaining in the original forty-five (45) day filing window, whichever is greater, to correct the grievance and resubmit it to the Audubon Labor Relations Office.
 3. Unless the Union or the grievant request otherwise, Audubon's designee from management shall schedule a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be mutually scheduled (not necessarily occur) no later than seven (7) calendar days following receipt of the grievance.
 4. Audubon shall issue a written decision within ten (10) calendar days following the Step 1 meeting, or receipt of the grievance if it is agreed that no meeting will be held. If the meeting is not scheduled and/or Audubon's response is not issued within this time limit, or if the grievance is not resolved at Step 1, the Union or the grievant may proceed to Step 2.
- B. Step 2: If the grievance is not resolved at Step 1, the Union or the grievant may proceed to Step 2 by filing a written appeal with the Director of Labor Relations by U.S. mail, hand-delivery, or email to the address designated to receive grievances. The Step 2 appeal shall be filed within twentieth (20) calendar days after a decision has been issued at the first step or, if not issued, was due.

1. Unless the Union or the grievant request otherwise, the Director of Labor Relations or a designee from Labor Relations or Human Resources shall schedule a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be mutually scheduled (not necessarily occur) no later than seven (7) calendar days following receipt of the appeal to Step 2.
2. Audubon shall issue a written decision within ten (10) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held. If the meeting is not scheduled and/or Audubon's response is not issued within this time limit, or if the grievance is not resolved at Step 2, the Union may proceed to Arbitration in accordance with Article 15 — Arbitration.

ARTICLE 15

ARBITRATION

Section 1

An appeal to arbitration may be made only by the Union and only after the timely exhaustion of Article 14 — Grievance Process.

Section 2

Grievances that are not satisfactorily settled in accordance with the grievance process outlined in Article 14, may be referred to arbitration by the Union's written notice to the Director of Labor Relations within forty-five (45) calendar days following when Audubon's Step 2 decision under Article 14 — Grievance Process was issued or, if not issued, was due, or when a Step 2 meeting is not scheduled in accordance with the timelines outlined in Article 14 — Grievance Process.

Section 3

An appeal to arbitration may be made by hand delivery, U.S. Mail, or email to the address designated to receive appeals to arbitration.

Section 4

For purposes of this Article, time limits are calculated in calendar days and deadlines that fall on a weekend or Audubon-recognized holiday shall automatically be extended to the next business day. All time limits in this Article may be extended by written agreement of the parties in advance of the expiration of the time limit. The Union's failure to meet any time limit, or extension to a time limit, will render the Appeal to Arbitration ineligible for further processing and Audubon's Step 2 answer will be considered final.

Section 5

If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, Audubon's Step 2 answer will be considered final.

Section 6 — Selection of Arbitrator

Within 30 days of receiving an appeal to arbitration, the parties will select an arbitrator by mutual agreement between Audubon and CWA. If Audubon and CWA are unable to agree on the selection of arbitrator, they shall jointly request a list of arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). Audubon and CWA shall then select an arbitrator in accordance with FMCS' rules.

Section 7

The Arbitrator shall have the right to determine whether a particular grievance is limited to the Grievance Process or subject to arbitration or within their jurisdiction to decide.

Section 8

The decision of the arbitrator on any issue properly before them shall be final and binding on Audubon, the Union, and the bargaining unit employee(s) without any party waiving its right to a court review.

Section 9

The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration.

Section 10

For purposes of arbitration, class actions may be formed by mutual agreement. If the parties are unable to agree on whether a group of grievances may proceed to arbitration as a class, the matter shall be submitted to an arbitrator to decide, separate and apart from any hearing(s) on the merits of the grievances.

Section 11

The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

Section 12

No remedy shall exceed restoring to the grievant the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, Workers' Compensation, unemployment insurance, or any other employment, unless the employee secured the other employment while working at Audubon and maintained that employment after termination. To the extent this occurs, the damages will not be offset by other employment.

Section 13

In any award of back pay in a discharge case, the arbitrator must reduce such back pay by outside earnings and income from the date of discharge, including, but not limited to, unemployment insurance benefits and disability payments. This reduction shall not apply to outside earnings and income from employment for employers other than Audubon that was obtained prior to discharge but shall apply to any increase in outside earnings and income received after discharge.

Section 14

The fees and expenses of the arbitrator, including up to two (2) interpreters and transcripts, shall be shared equally by Audubon and the Union.

Section 15

The grievant shall suffer no loss in pay for the time spent in the actual arbitration hearing.

Section 16

Audubon-employee-witnesses who appear at the arbitration hearing at the request of the Union shall suffer no loss in pay for time spent actually giving testimony. Every effort shall be made by the Union to avoid the presentation of repetitive witnesses.

Section 17

Should procedural or substantive arbitrability be an issue, two arbitration hearings will be held using two different arbitrators with the hearing on the arbitrability of procedure or substance being held first, unless the parties agree otherwise.

Section 18

In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding that causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement

shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee unless the parties agree otherwise.

Section 19

The parties may mutually agree to mediation at any point in time prior to arbitration. In such a case, all time limits shall be placed in abeyance. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of Audubon's or the Union's request for mediation. Such a conference will be held on the earliest mutually available date offered by the chosen mediator. Either party may inform the other side that mediation is being terminated and the grievance pulled out of abeyance.

ARTICLE 16

DISCIPLINE AND DISMISSAL

Section 1 — Just Cause

Audubon agrees that discipline of a non-probationary employee shall be for just cause only, which shall require: (1) Notice (2) Reasonable Rules & Orders (3) Investigation (4) Fair Investigation (5) Proof (6) Equal Treatment; and (7) Appropriate Penalty. A non-probationary employee may file a grievance concerning disciplinary action against them.

Section 2 — Performance Improvement Plans (PIPs)

A. Performance Improvement Plans (PIPs) are an optional tool available to managers and supervisors that may be

utilized when a supervisor establishes that an employee's performance is unsatisfactory. At the supervisor's discretion, they may complete a PIP for area(s) that need improvement.

- B. PIPs are used to establish expectations and address performance concerns when, in the supervisor's assessment, an employee needs clarification of their current job responsibilities and expectations in specific areas of concern.
- C. A copy of the PIP and its outcomes will be retained in the employee's personnel file.
- D. Where a PIP is utilized, the PIP period shall last for a minimum of thirty (30) days but no more than ninety (90) days and will include a regular cadence of recurring meetings between the manager and the employee to monitor progress and provide feedback.
- E. Performance Improvement Plans are not disciplinary action.
- F. Employees may opt to bring a Union representative or steward with them to the meeting in which the PIP is signed.

Section 3 — Investigations

Upon discovery of a matter concerning the performance or conduct of an employee, Audubon will investigate the matter in a way that balances expediency, search for truth, and thoroughness. During the investigation, an employee shall have the opportunity to provide evidence or an explanation that counters or mitigates the accusations against them. Thereafter, if Audubon determines that a discipline is warranted, it shall take any disciplinary action without unreasonable delay, but no later than twenty-one (21) calendar days following the conclusion of the investigation.

Section 4 — Discipline

- A. Audubon may discipline an employee by written warning, suspensions without pay, demotion, or dismissal. A disciplinary suspension shall not exceed fourteen (14) calendar days.
- B. Discipline must be clearly indicated and in writing. Informal, and therefore not disciplinary, communications include a counseling memo or an oral reprimand, although each may be used to demonstrate that an employee had knowledge of their actions that would subsequently lead to discipline.
- C. Written notice of discipline shall be given to the employee and shall include:
 - 1. The reasons for such discipline and/or discharge;
 - 2. Reference to the policy or work rule that was violated;
 - 3. Description of how the employee should have performed and/or conducted themselves, along with expectations going forward, if applicable; and
 - 4. The timeframe in which the employee is expected to conform to expectations, for discipline that does not involve termination.
- D. A copy of the written notice of discipline or dismissal shall be sent to CWA within seven (7) calendar days of such disciplinary action.
- E. Employees are entitled, if they so choose, to a shop steward and/or Union representative at any meeting at which discipline is going to be issued.
- F. The employee shall be granted their preferred Union steward at any meeting in which a specific steward is requested unless using the preferred steward would result in a delay of the meeting or the preferred steward has exhausted their steward time for the month.

G. Progressive Discipline

1. For a first incident concerning conduct or performance that needs to be corrected, but does not constitute gross misconduct, the employee will receive verbal counseling, together with a summary memorandum/ email.
 2. A second incident concerning conduct and/or performance that still does not rise to the level of gross misconduct will be followed by a written warning and meeting. An employee may waive their right to this meeting.
 3. In the event of subsequent concerns over conduct and/or behavior not constituting gross misconduct, management may, consistent with this Article, issue a final written warning or a suspension without pay. The employee will be notified that any subsequent problem may be grounds for termination.
 4. In the event of a subsequent problem, the employee may be terminated.
- H. Cases involving gross misconduct may be subject to immediate discipline up to and including termination. Gross misconduct includes, but is not limited to, dishonesty, theft, misappropriation of Audubon property, fighting on the job, insubordination, making verbal or physical threats, acts or conduct that could endanger themselves or others, or other serious misconduct of a nature requiring removing the employee from the premises.

Section 5

Disciplinary letters shall be rendered inoperative if there have been no other disciplinary actions of the same or of a similar kind for at least eighteen (18) months, unless required by law. If there have been no other disciplinary actions of the same or

similar kind for eighteen (18) months, such materials will not be used or relied upon to take or support disciplinary action.

Section 6

Upon written request, an employee will be permitted to examine official records containing personally identifiable employee information about themselves within five (5) business days of a written request by the employee to Audubon. An employee will receive written notice of any changes to their personnel file, including discipline within five (5) working days of said change, and an employee has the right of access to their official personnel file. An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee's written response to any material related to discipline or job performance in their official personnel file will be included with the material.

ARTICLE 17

SENIORITY

Section 1

Seniority rights created by this Agreement exist only to the extent expressed in this Agreement and only serve as a qualification for benefits as expressly provided for in this Agreement and for no other purpose.

Section 2

For purposes of this Agreement where seniority is referenced, seniority is based on:

- A. The employee's most recent date of hire into a regular full- or part-time position at Audubon; or

- B. The employee's most recent date of hire/appointment as an Audubon temp., seasonal, fellow, or intern, followed by immediate (within 30 days of concluding service as a temp., seasonal, fellow, or intern) hire into a regular full- or part-time bargaining unit position at Audubon. In such instances, the period of service as an Audubon temp., seasonal, fellow, or intern shall count toward the employee's seniority and the up-to-30-day employment gap, referenced immediately above shall count toward seniority.

The applicable option above that maximizes the employee's seniority shall apply.

Employment prior to a break in service shall not be counted toward seniority.

Section 3 — Break in Service

A break in service is defined as any separation from regular full-time or part-time employment status. A break in service does not occur during:

- A. Periods of authorized leave, whether paid or unpaid;
- B. An employment gap of thirty (30) days or less between work as an Audubon temp., seasonal, fellow, or intern and a regular full-time or part-time bargaining unit position at Audubon. In such instances, the period of service as an Audubon temp., seasonal, fellow, or intern shall count toward the employee's seniority and the up-to-30-day employment gap referenced immediately above shall count toward seniority; or
- C. A period of twelve (12) months or less unemployment with Audubon following a layoff from a bargaining unit position. In such instances following a layoff, the period of unemployment shall count toward seniority.

Section 4 — Tie Breakers

When bargaining unit employees have the same seniority date, the last four (4) digits of the employees' Social Security numbers will be used to establish seniority, with the lower number(s) being considered the more senior.

ARTICLE 18

HOURS OF WORK

Section 1 — Workweek

Audubon's workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m.

Section 2 — Regular Full-Time Employee

A regular, full-time employee is one hired for either an indefinite and unspecified duration or is funding contingent, and regularly works a minimum of twenty-eight (28) hours per workweek.

Section 3 — Regular Part-Time Employee

A regular, part-time employee is one hired for either an indefinite and unspecified duration or is funding contingent, and regularly works fewer than twenty (28) hours per workweek.

Section 4 — Rest and Meal Breaks

Employees shall be provided with rest and/or meal breaks to the extent required and in accordance with applicable state law. However, except where otherwise required by applicable law, breaks are provided to non-exempt employees as follows:

- A. One (1), 15-minute rest break for every four (4) hours of continuous work. This time is counted and paid as time worked.
- B. One (1), unpaid thirty (30) minute meal break for workdays at least six (6) hours long. Generally, the meal break is scheduled around the middle of the employee's shift. However, at times it will be necessary for a supervisor

to schedule meal periods to accommodate operating requirements. Meal breaks shall not be unreasonably denied.

- C. An employee may request to schedule their rest or meal break time toward the end of their shift to allow the employee to leave work early. Such arrangements shall not be made regularly, but occasional requests will be considered in good faith.

Section 5 — Travel Time

Travel on Audubon business during an employee's normal working hours, or outside normal working hours, is considered time worked if performed pursuant to Audubon's instructions. Travel between an employee's home and workplace is not considered time worked.

Section 6 — Alternate and Flexible Work Schedules

- A. Alternate Work Schedules: Employees may request alternate work schedules (e.g., workweek can be spread over any five (5) or four (4) days within the calendar week). Audubon will review the feasibility of implementing the request in good faith. Audubon may, at its discretion, grant such requests.
- B. Flexible Work Arrangements: Employees may request time off during a scheduled workday to be made up within the workweek (Monday through Sunday). This arrangement would allow employees some flexibility regarding their work schedules if the arrangement is compatible with effective job accomplishments and operational needs. Audubon, may, at its discretion, grant such requests.
- C. Alternate work schedules and flexible work arrangements are tools managers and supervisors can use to help meet the work/life balance needs of their employees while simultaneously ensuring that the work unit's operational

needs are met. Audubon supports the use of alternate and flexible work options wherever possible.

Section 7

Audubon recognizes that employees need adequate rest between shifts to perform their duties in a safe, productive, and responsible manner. When an employee completes a continuous period of work of irregular duration or has been required to work an inordinate number of additional hours for consecutive days and as a result feels fatigued or unable to perform the work at the level expected, the employee should raise the matter with their supervisor. The supervisor and the employee shall discuss the feasibility of alternative arrangements, including modifying timelines/deadlines, backfilling, and/or time off.

Section 8 — Overtime (Non-Exempt Employees Only)

- A. Overtime is defined as all hours worked in excess of forty (40) hours in a standard workweek, unless otherwise required by applicable law.
- B. Assignment of Overtime
 - 1. Employees must obtain permission from their immediate supervisor to work overtime if not otherwise scheduled to do so.
 - 2. Audubon recognizes that employees need predictability in their schedules and recognizes that the lack of predictability impacts their ability to work beyond their typical workday. Therefore, when overtime becomes necessary, Audubon will offer overtime to qualified volunteers before assigning mandatory overtime. Employees shall be excused from mandatory overtime when good cause is presented, except when 48 hours' notice of the need for overtime is given.

- C. Compensation of Overtime
 - 1. Nonexempt employees shall receive one-and-one-half (1½) times their regular rate of pay for all time worked in excess of forty (40) hours within the workweek, except where otherwise required by applicable law.
 - 2. There shall be no pyramiding, compounding, or double payment of any overtime payments.

Section 9 — Compensatory Time (Exempt Employees Only)

- A. Eligibility: Exempt employees are eligible for Comp Time.
- B. Qualifying for Comp Time: Exempt employees who are required and authorized to work or travel on a day for which they are not regularly scheduled (e.g., weekends), will be provided comp time by Audubon.
- C. Authorizing Comp Time: To receive compensatory time, the employee's supervisor must confirm in advance, in writing to the employee, that work and/or travel outside the employee's regular work day(s) is required.
- D. Compensatory time off does not accrue when the day worked, which is not a day for which the employee is normally scheduled to work, was initiated by the employee. For example, an employee who normally works Monday through Friday requests to have Monday off and instead come to work on Saturday. This employee would not accrue comp time because the request to work on Saturday was initiated by the employee as opposed to required by the supervisor.
- E. Amount of Comp Time Available
 - 1. Exempt employees accrue comp time in half day (4 hours) and full day (up to the hours the employee is normally scheduled to work, not to exceed 8 hours) increments only.

2. Exempt employees may accumulate up to a maximum of ten (10) days of comp time. Employees who reach the maximum cap may not accumulate any more comp until the employee uses some of the available time.
- F. Compensatory time must be used during the following nine (9) months from the day it is earned. Any comp time that is not used within this time period will expire and will no longer be available for use unless otherwise required by applicable law. Requests to use compensatory time will not be unreasonably denied.
- G. 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.
- H. Unused comp time is normally not paid out if employment with Audubon ends for any reason, unless otherwise required by applicable law. Upon learning of an employee's resignation or termination of employment, Audubon shall work with the employee to either enable the use of any accrued compensatory time before termination or pay out half of the accrued, but unused, balance.

Section 10 — Emergency Closing

- A. In the event of a national emergency, natural disaster, severe weather, or extreme situation, Audubon may need to close one or more of its facilities. If an employee is scheduled to work at a facility that is officially closed due to an emergency, employees are expected to work remotely. If the employee's work cannot be performed remotely, then Audubon will pay the employee at their regular rate, based on the hours the employee is regularly scheduled to work that day. If the employee is scheduled to work off site, the employee must report to that off-site facility even if their facility is closed, unless the off-site facility is also officially closed.

- B. Employees may use any accrued and unused vacation, compensatory time, or personal day for any workday missed due to hazardous weather conditions if the employee's facility is not officially closed. If the employee does not have any vacation or personal days available, the employee may take unpaid time off. Sick days may not be used for weather or other nonmedical-emergency-related absences.

Section 11 — Delayed Openings

If the employee's facility opens late under an official "Delayed Opening," employees are expected to work remotely. If the employee's work cannot be performed remotely, then Audubon will compensate the employee from their scheduled start time until the time at which the facility opens. For example, if the facility opens at 11 a.m. and the employee is scheduled to report to work at 9 a.m., the employee will receive pay for two (2) hours. If the employee is scheduled to report to work at 10 a.m., the employee receives pay for one (1) hour.

If the employee cannot report to work at the Delayed Opening time, the employee must notify their supervisor immediately. Time missed by non-exempt employees will be unpaid.

Section 12 — Early Closing

If the employee's facility closes under an official "Early Closing," employees are expected to work remotely. If the employee's work cannot be performed remotely, then Audubon will compensate them from the official closing time through their scheduled end time. For example, if the facility closes at 4 p.m. and the employee is scheduled to work until 5 p.m., the employee will receive pay for one (1) hour. If the employee is scheduled to work until 6 p.m., the employee will receive pay for two (2) hours.

If an employee needs to leave work earlier due to the emergency condition, they must notify their supervisor

immediately. Time missed by non-exempt employees will be unpaid.

Section 13 — Lactation Period

For up to three (3) years following childbirth, Audubon will provide a reasonable amount of break time to accommodate an employee desiring breast/chest feeding for the employee's infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, Audubon will provide additional paid break time for the employee. Audubon will make reasonable efforts to provide employees with the use of a room for lactation other than a toilet stall for the employee to express breast/chest milk in private. This location may be the employee's private office, if applicable. Employees should advise management if they need additional break time and/or an area for this purpose. Upon request, Audubon will ensure access to a refrigerator.

ARTICLE 19

SUMMER FRIDAYS

Each summer, beginning the week in which Memorial Day is observed and ending the week in which Labor Day is observed, Audubon shall implement "Summer Fridays" so that:

1. Employees have the option to have every other Friday between Memorial Day and Labor Day as a day off (known as "Summer Friday");
2. Employees shall make up their work hours designated "Summer Friday" within the week or payroll period in which the Summer Friday is taken, which shall be determined on departmental basis; and

3. Departments that are not able to accommodate “Summer Fridays” may designate the same number of days reserved as “Summer Fridays” for employees to enjoy between November 1 and February 28. This Article and the same rules/guidelines governing “Summer Fridays” shall apply to these alternative designated days off.

ARTICLE 20

HEALTH AND SAFETY

Section 1 — General Conditions

Audubon is committed to aligning the work and the people around a shared view of risk management principles, encompassing not just physical safety, but emotional safety and inclusion as well.

Audubon understands that risk management does not arise simply from following rules but getting its team of people aligned around a common purpose, with shared values and a commitment to its mission. To that end, Audubon is committed to both categories of Safety principles identified below. There are aspects of Audubon’s programs and operations that rely and benefit from “Safety I” principles. However, Audubon also strives to integrate “Safety II” principles where it is helpful. Audubon believes in the importance of having clear policies and boundaries, while also having freedom and flexibility to get the mission accomplished. By embracing Safety I and Safety II principles, Audubon is committed to hearing all the voices on its teams, with safer workplace conditions, increased efficiency, and a better outcome for everyone as a result.

SAFETY I	SAFETY II
Safety is defined by the absence of incidents and accidents.	Safety is defined by the presence of positive capacities.
People are the main cause of safety problems.	People are the problem solvers. People are a source of success.
Audubon needs to tell workers what to do to be safe.	Audubon should ask workers what they need to be safe.
The goal of safety management is preventing bad things from happening.	The goal of safety management is to ensure that good things happen.
Deviation from policy or procedure is always a problem.	Deviation from policy or procedure has the potential for both positive and negative outcomes.
Safety I usually looks for someone to blame for incidents.	Safety II seeks to learn from incidents.

Section 2

Audubon shall approach field safety in a manner that seeks to prevent incidents and accidents, respond to incidents and accidents that happen in a compassionate and constructive way, and understand what is working well so Audubon can learn from successes as well as near misses. To that end, no employee shall be retaliated against for identifying and/or expressing concern about a safety-related issue.

Section 3

On an annual basis and before a new job or function is assigned, employees shall receive health and safety education and/or health and safety training applicable to their job functions. Such training may include how to handle dangerous equipment and/or materials, such as firearms, blowtorches, explosives, chemicals, etc.

Section 4

Employees have a responsibility to report incidents and near misses and Audubon has a responsibility to accurately capture any unplanned or unusual events, and to recognize any unwanted trends.

Section 5

Though a critical component of Audubon's health and safety program is employees following safe work practices and working safely, the process by which Audubon looks back at the facts of an incident or near misses is with an eye toward understanding what occurred and how Audubon might prevent it from happening again. The primary goal for Audubon when analyzing an incident is learning, not blaming.

Section 6 — Protective Clothing and Safety Equipment

- A. Protective work clothing and safety equipment will be issued to employees who require it for their job. They will be replaced as they become worn, by request to the employee's supervisor.
- B. Protective work clothing and safety equipment, which were provided to an employee by Audubon for use on the job, shall be returned upon completion of the assignment.

Section 7 — Safe Footwear

Where federal and/or relevant state safety regulations or Audubon requires an employee to wear safety shoes, Audubon will provide employees with safety shoes or reimburse the employee up to \$150 per year for the employee's purchase of safety shoes (upon proof of purchase). See Appendix C for a list of current classifications required to wear safety shoes. Employees who believe their job function requires the use of safety shoes may submit a written request to their supervisor to be eligible for safe footwear under this section. The supervisor shall respond to the employee's request within ten (10) calendar days. If the employee's request is approved,

their classification shall be added to Appendix C. The Union or an employee also may choose to bring the issue to Labor Relations or Audubon's Health and Safety administrator.

Section 8

Any employee may refuse to perform work in good faith if a reasonable person would conclude there is a serious threat of injury or illness and there is insufficient time to obtain from Audubon a correction to the dangerous condition. In such instances, the employee may be assigned alternative work while the dangerous condition(s) is being corrected.

Section 9 — Ergonomic Assessments

Audubon provides ergonomic assessments to provide insights into how an employee's workstation fits and meets their needs. The program is designed to help identify ergonomic risks, such as repetitive tasks that can cause injuries, improper work station area set up, and improper use of tools, which can result in the development of work-related musculoskeletal disorders.

- A. Eligibility: Full-time employees who work more than 60% of their normal work schedule at a video display terminal and part-time employees who work than twenty (20) hours at a video display terminal, who have not received an ergonomic assessment from Audubon in the twenty-four (24) months preceding the employee's request, are eligible for an ergonomic assessment.
- B. Remote Staff: Eligible employees who are designated as remote because they do not have office space at an Audubon physical location may request, and shall be provided with, a virtual self-assessment to help identify and eliminate ergonomic risks.
- C. Hybrid: Eligible employees who are designated as hybrid may request, and shall be provided with, either an

ergonomic assessment of their Audubon work station (located at a physical Audubon site) or a virtual self-assessment of their home office work station, to help identify and eliminate ergonomic risks.

- D. Onsite Staff: Eligible employees who are designated as hybrid or on-site may request, and shall be provided with, an ergonomic assessment of their Audubon work station (located at a physical Audubon site) only, to help identify and eliminate ergonomic risks.

Section 10

Audubon and the Union agree to meet once per quarter of a year to discuss health and safety matters, including, but not limited to: promoting a safe and clean environment, recommending and discussing safety programs and training, and reviewing the process for reporting near misses and incidents. Additional meetings are subject to mutual agreement between the parties. This will be known as the Safety and Health Committee.

- A. The committee shall consist of not more than four (4) representatives from Audubon (one shall be from Senior Leadership and one from Safety) and no more than four (4) representatives appointed by the Union.
- B. The four (4) representatives designated by the Union and attending the Safety Committee in without-loss-of-straight-time-pay status, shall represent the maximum number of paid participants attending the Safety and Health Committee, across all twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington). For example, if one (1) representative is selected from each the National, California, CT & NY, and Great Lakes bargaining units, no other employees are eligible

to receive without-loss-of-straight-time-pay to attend the Safety and Health Committee.

Section 11

In the event an employee is made aware of, or is confronted by, picketing staff outside their work location that they believe would impact their ability to safely enter and exit their work site, the employee should contact their supervisor, People and Culture, Labor Relations, or Safety. Management shall physically (not virtually or by word of mouth) assess the safety of the situation and determine what measures, if any, should be taken to ensure the safe entry and exit of staff onto its work sites. If, in management's assessment, the situation is safe, the employee shall report to work.

ARTICLE 21

RESTORATIVE PRINCIPLES IN THE WORKPLACE

Section 1

Within 30 days of the Union's request, Audubon and employee representatives of the Union shall meet up to six (6) times during the duration of this Agreement to discuss community building to promote mutual trust and respect. Upon mutual agreement, the parties may meet more often.

Section 2

The meetings under this Article shall consist of three (3) representatives designated by Audubon and three (3) representatives designated by the Union who shall suffer no loss in pay for time consumed in, and reasonably consumed in, traveling to and from these meetings. CWA representatives, who are not employees of Audubon, may attend the meetings. In no event shall the number of meeting participants exceed three (3) representatives from each side unless the parties otherwise mutually agree in writing to expand the number of participants.

The three (3) representatives designated by the Union and attending the meeting in without-loss-of-straight-time-pay status shall represent the maximum number of paid participants attending the subject meeting(s), across all twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington).

Immediately following confirmation of the above meeting(s), Audubon shall inform the supervisors of the bargaining unit the members' intention to attend the meeting(s). As soon as practicable, but not less than fourteen (14) calendar days before the scheduled meeting, bargaining unit members who are attending the meeting(s) shall inform their supervisors, in writing, of their intent to attend the meeting(s), unless the period is shortened by mutual agreement between the Union and Audubon's Director of Labor Relations.

Section 3

The meetings that are the subject of this Article are not negotiations and do not require implementation of any outcomes, proposals, concepts, or ideas, unless otherwise mutually agreed to by CWA and Audubon. These meetings are an opportunity for the parties to identify and discuss principles of restorative justice and how such principles may be weaved into Audubon's conflict resolution program(s), at Audubon's discretion.

ARTICLE 22

EMPLOYMENT CLASSIFICATIONS

Section 1

A regular full-time employee is hired for either an indefinite and unspecified duration or is funding contingent and regularly working at least twenty-eight (28) hours per workweek.

Section 2

A regular part-time employee is hired for either an indefinite and unspecified duration or is funding contingent and regularly work fewer than twenty-eight (28) hours per workweek.

Section 3

Request for Review of Assigned FTE (full-time equivalent)

- A. A part-time employee who has served in the same classification and in the same department for a period of at least nine (9) consecutive months without a break in service (as defined in this Agreement) may request a review of their assigned FTE if they believe they have worked an average of at least twenty-eight (28) hours per week during the nine (9) months preceding the request.
- B. The request shall be submitted in writing to the employee's supervisor for review. If the results of the review reveal the employee worked an average of twenty-eight (28) hours or more per week during the nine (9) months preceding the employee's request, the employee shall be offered either a twenty-eight (28), thirty-two (32), thirty-five (35), thirty-seven-and-a-half (37½), or forty (40) hour workweek, which shall be based on the employee's nine (9) month average. If the nine (9) month average reveals a weekly schedule that is between twenty-eight (28) and thirty-two (32) hours/week; thirty-two (32) and thirty-five (35) hours/week; thirty-five (35) and thirty-seven-and-one-half (37½) hours per week, or thirty-seven-and-one-half (37½) and forty (40) hours per week, the employee's new normal workweek will be a schedule within the range discussed above, to be determined by the employee's supervisor.
- C. A supervisor in receipt of a request for an FTE review shall have ten (10) business days in which to conduct their review and submit the results to the employee.

- D. Transitions to full-time status, where accepted by the employee and in accordance with the terms of this Article, shall occur within twentieth (20) business days following the employee's request.

Section 4

Exempt employees are paid on a salary basis and are exempt from the overtime pay requirements under the Federal Labor Standards Act or any applicable state or local law or regulation. Exempt employees receive a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

For any workweek in which an exempt employee performs any work, the employee's salary will not be reduced for any of the following reasons:

- A. Partial day absences for personal reasons, sickness, or disability.
- B. Absence because the employer has decided to close a facility on a scheduled workday.
- C. Absences for jury duty, attendance as a witness, or military leave in any week in which exempt employee performed work.
- D. Any other deductions prohibited by local, state, or federal law.

Section 5

Non-exempt employees are eligible for overtime pay in accordance with this Agreement or as stated by state and/or federal law.

Section 6

Temporary employees are unrepresented staff hired for a finite period of time whose employment is expected to continue for not more than six (6) months. Extensions to this six (6)

month limit must be approved by CWA. However, if the work is classified within the bargaining unit and the need for the work becomes indefinite, Audubon will reclassify temporary employee(s) to regular, CWA-represented, full-time or part-time employees.

ARTICLE 23

JOB DESCRIPTIONS

Section 1

All written job descriptions are guides to the general duties of the role. The duties listed in the written job description are not to be construed as a limitation on the employee to voluntarily take on additional work, special projects, or professional development opportunities.

Section 2

As part of the onboarding process, all new bargaining unit employees shall receive a written copy of their job description and shall have a meeting with their direct supervisor within two (2) weeks of the employee's start date to discuss the written job description and ask any questions regarding the written job description the employee may have.

Section 3

In the event the Employer modifies a current written job description, the Employer shall provide a minimum of ten (10) business days written notice to the Union about said change(s). Either the Union or the employee may request additional compensation and/or modification to the employee's current job description on a permanent basis. Audubon shall respond to such requests within ten (10) business days of receipt.

Section 4

In the event that a bargaining unit employee believes their written job description does not accurately reflect their

internal title and responsibilities, or the employee believes that their duties, responsibilities, or functions have been expanded, the employee may request the opportunity to discuss the written job description and/or position with the Employer's Human Resources and/or their direct supervisor. A Union representative may participate in any such meeting, at the request of the employee.

Section 5

Effective ninety (90) days following the date of ratification of this Agreement, each bargaining unit employee shall receive a written copy of their job description. Job descriptions within the CWA bargaining unit shall be digitally accessible via Audubon's Intranet.

ARTICLE 24

TRAINING, PROFESSIONAL DEVELOPMENT, LICENSING, AND CERTIFICATIONS

Section 1 — General Conditions

A. Employee-Selected Professional/Educational Leave

Audubon shall support career development training that enhances the skills necessary to successfully perform the employee's job or other Audubon career positions by providing paid leave to eligible employees, in accordance with the terms of this Article. Nothing in this Article shall prevent Audubon from granting additional professional development benefits, educational leave, and/or other educational opportunities.

B. Supervisor-Assigned Professional Development

When the employee's supervisor requires that an employee attend a particular training, Audubon will pay the cost of the training, including travel, incidentals, and training-related expenses in accordance with this Agreement and

applicable policy. Such training time will be considered time worked, and the time will not be deducted from the employee's educational leave allowance discussed in Section 3 below.

C. License/Certification Reimbursement

Audubon shall reimburse employees for the cost of renewing or obtaining a license/certification that is either "required" or "preferred", as indicated in the employee's job description.

Section 2 — Eligibility for Employee-Selected Educational Leave and/or Reimbursement of License/Certification

Non-probationary, regular full-time and regular part-time employees who have an FTE of 50% or more (regular schedule of at least 20 hours per week) are eligible for professional development/educational leave and/or reimbursement of fees associated with obtaining or renewing a license/certifications for their classification, in accordance with this Article.

Section 3 — Employee-Selected Educational Leave

A. Approval Process

An eligible employee who wishes to participate in a professional development and/or educational program shall request advance approval from their supervisor in accordance with departmental procedures.

B. Amount of Leave Available

1. An eligible employee who works thirty-five (35) hours per week or more may be released from work without loss-of-straight-time-pay for up to twenty-four (24) hours per calendar year, except that the twenty-four (24) hours shall be pro-rated for the remainder of the calendar year following ratification of this Agreement.
2. An eligible employee who works less than thirty-five (35) hours per week may be released from work

without-loss-of-straight-time-pay for a period equal to the prorated calculation of the twenty-four (24) hours of leave available under Section 3.B.1 immediately above, per calendar year, except that the available hours for a part-time employee shall be pro-rated for the remainder of the calendar year following ratification of this Agreement.

For example, a regular status employee who works 20 hours per week would be entitled to 13.71 hours of professional development leave per calendar year ($20/35=57\%$. 57% of 24 hours = 13.71).

- C. Unused educational leave may not be carried over from year to year.
- D. Evidence of participating in the educational program must be provided following the employee's return to work to ensure that the leave taken is paid.
- E. Hours spent in professional development or training do not count as actual hours worked for purposes of calculating overtime.

Section 4 — License and Certifications Reimbursement

A. Eligible Expenses

- 1. Eligible employees are allowed up to \$2,500 inclusive of preparation classes and the exam, per certificate or license, per year.
- 2. Expenditures in furtherance of this benefit must be requested and pre-approved in accordance with this Article and Audubon policies not in conflict with this Agreement.

B. Reimbursement Process

Eligible employees shall submit requests for reimbursement in accordance with departmental procedures along with

the following documentation:

1. Receipt that is no more than 60 days old; and
2. Copy of renewed license/certification or “non-passing” letter, if available. If it is not available, the employee shall submit it as soon as it becomes available.

If the employee does not pass their certification or licensing exam when it is up for renewal, Audubon will reimburse the employee for the cost of the first failed exam and allow for one more reimbursement of the same licensing/certification exam. After reimbursement for the cost of the second exam, the employee will be ineligible for further reimbursement on the same license/certification until the license/certification would be up for renewal, according to its regular cycle, had the employee passed their most recent certification/licensing exam.

- C. This Section 4 only concerns the reimbursement of costs. It does not concern personnel actions or leave time.

Section 5

Requests made by an employee pursuant to this Article will be considered in good faith and will not be unreasonably denied.

ARTICLE 25

LABOR-MANAGEMENT RELATIONSHIP

Section 1

Audubon and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, Audubon, the Union, and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning

and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit.

Section 2

The Union will keep Audubon fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3

Audubon will keep the Union fully informed, in writing, on a current basis, of all Management representatives who may be designated with the responsibility of representing the organization in the administration of this Agreement.

Section 4 — Labor-Management Committee (LMC)

An organization-wide Labor-Management Committee (LMC) will be created for the purpose of discussing broad concerns of mutual interest to the parties, maintaining communication between the parties, promoting a climate conducive to constructive employee relations, and creating a mechanism to address employment-related issues, regardless of whether such matters are specifically addressed in the collective bargaining agreement. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- A. The LMC shall consist of four (4) representatives designated by Audubon and four (4) representatives designated by the Union who shall suffer no loss in pay for time consumed in, and reasonably consumed in traveling to and from, these meetings. CWA representatives, who are not employees of Audubon, may attend the meetings. In no event shall the number of meeting participants exceed four (4) representatives from each side, unless the parties otherwise mutually agree in writing to expand the number of participants.

- B. The four (4) representatives designated by the Union and attending the LMC on without-loss-of-straight-time-pay status, shall represent the maximum number of paid participants attending the LMC, across all twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington). For example, if one (1) representative is selected from each the National, California, CT & NY, and Great Lakes bargaining units, no other employees are eligible to receive without-loss-of-straight-time-pay to attend the LMC.
- C. Immediately following confirmation of future LMC meetings, Audubon shall inform the supervisors of the LMC's bargaining unit members. As soon as practicable, but not less than fourteen (14) calendar days before the scheduled LMC meeting, the LMC's bargaining unit members shall inform their supervisor, in writing, of their intent to attend the meeting, unless the period is shortened by mutual agreement between the Union and Audubon's Director of Labor Relations.
- D. The LMC will meet at least once (1) per quarter upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present. At least seven (7) days prior to the scheduled date of the meeting, the parties shall endeavor to exchange agenda items to be discussed.
- E. Discussions and decisions of the LMC shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

- F. Upon the request of either CWA or Audubon, at least once per calendar year, Audubon's CEO and CWA's District 1 Vice President will attend the same LMC meeting.

Section 5 — Use of Audubon Technology

In accordance with Audubon policy and this Agreement, the Union shall be permitted to share information with its members through Audubon's work email provided that it does not interfere with an employee's performance or work activities, violate any applicable law, or violate any Audubon policy or procedure.

Section 6 — Bulletin Boards

There shall be a union-designated bulletin board in a mutually agreeable location. Postings shall not be derogatory of Audubon's mission or its personnel. The material shared and posted shall normally be restricted to the following:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections, appointments, and results of Union elections;
- C. Notices of Union meetings;
- D. Other factual notices and announcements concerning official business of the Union and terms and conditions of employment of the membership.

ARTICLE 26

"REMOTE" WORKERS

Section 1 — Remote Worker Designation

An employee is designated as "remote" if their most recent offer letter (including permanent reclassification letter) or job description designates the job as "remote."

Section 2 — Minimum On-Site Requirements & Related Travel Reimbursement

- A. Employees designated as “remote” work offsite but may be required to physically report to work regularly or on occasion for multiple consecutive days. Employees will be given at least fourteen (14) calendar days’ notice of the requirement to physically report to work.
- B. In accordance with this Agreement and Audubon policy, employees designated as “remote” will be reimbursed or otherwise covered for travel-related expenses associated with minimum on-site requirements.

Section 3 — Furniture and Supplies for Remote Workers

Employees designated as remote should work with their departmental supervisor to discuss their furniture and supply needs. All requests will be considered in good faith.

Section 4 — Changes to “Remote” Designation or Minimum On-Site Requirements

- A. If Audubon wishes to change an employee’s designation from “remote” to “onsite”, Audubon shall provide the employee with a minimum of seventy-five (75) calendar days’ notice.
 - 1. No later than forty-five (45) days following issuance of the notice discussed immediately above in Section 4.A, the employee shall inform their supervisor and the Director of Labor Relations whether they will:
 - a. Accept that their job has been modified from “remote” to “onsite”; or
 - b. Elect to be laid off in accordance with Article 40 — Adjustment to the Workforce.
 - i. An employee who elects to be laid off under Section 4.A.1.b. of this Article must submit their election in writing to Audubon no later

than forty-five (45) days following notice of the employee's designation changing from "remote" to "onsite."

- ii. A layoff under Section 4.A.1.b. of this Article shall be effective at the conclusion of the seventy-five (75)-day notice period (76th day).
 - iii. An employee who elects to be laid off under this section of this Agreement will not be eligible for preferential rehire for the job they were laid off from that turned from "remote" to "onsite."
2. An employee who elects, under Section 4.A.1.a. to accept that their job has been modified from "remote" to "onsite" shall be required to physically report to work at the conclusion of the seventy-five (75)-day notice period (76th day), unless otherwise agreed to by the employee and their supervisor.
 3. If no election is made, or if the employee does not submit their election to be laid off in writing within the required timeframe, the default election shall be that the employee accepts their job will be modified from "remote" to "onsite."
- B. Audubon shall provide a copy to the Union of any notices issued to an employee under this section within twenty-four (24) hours of sending out the employee's notice.

ARTICLE 27

TELEWORK ARRANGEMENTS FOR ONSITE WORKERS

Section 1 — General Conditions

Telework arrangements allow employees to work at home, on the road, or in a satellite location for all or part of the workweek.

Audubon considers telework arrangements to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telework arrangements may be appropriate for some employees and jobs but not others.

Section 2 — Procedures

- A. Telework arrangements can be informal, such as working from home on occasion, or they can be long-term formalized agreements for working away from the office.
- B. Either an employee or a supervisor can suggest telework as a possible work arrangement.
- C. Except as provided in "Side Letter — 'Hybrid' Return to Work," long-term and formalized agreements for telework arrangements may be discontinued by Audubon following thirty (30) calendar days' written notice to the employee.
- D. When operational or staffing needs arise, Audubon may require an employee on a telework arrangement to report to their assigned work location/office on an ad hoc basis. Audubon will make efforts to provide employees with at least two (2) weeks' advance notice of the requirement for the employee to report to their assigned work location/office. There may be instances, however, where less notice is given, but in no event shall employees be required to report to their assigned work location/office with less than forty-eight (48) hours' notice.

Section 3

Before entering any telework arrangement, the employee and manager will evaluate the suitability of such an arrangement, considering the following areas:

- A. Suitability: The employee and manager will assess whether the needs of the department can be successfully met if the employee and the manager have a telework arrangement.

- B. Job Responsibilities: The employee and manager will discuss the employee's job responsibilities and determine if the job is appropriate for a telework arrangement.
- C. Equipment Needs & Workspace Design Considerations: The employee and manager will review the physical workspace needs and the appropriate location for the telework.

Section 4

Audubon will comply with the health and safety requirements of Article 20 — Health and Safety.

Section 5

Hours spent teleworking count toward "out of office" time for purposes of Article 37 — Communications Allowance.

Section 6

Employees will use any Audubon property in accordance with Audubon rules and policies and protect Audubon and customer proprietary information in accordance with such rules and policies.

Section 7

Evaluation of employee performance for telework arrangements may include regular interaction by phone and email between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems.

Section 8

Teleworking employees are solely responsible for ensuring and maintaining a reliable and safe ability to communicate, (e.g., reliable phone and Wi-Fi). As such, employees will not be disciplined for unstable phone or internet, although the employee may be disciplined for lack of productivity or performance resulting from unreliable phone and/or internet.

Section 9

In the event of a computer malfunction, power outage, internet failure, or other issue preventing the completion of work that is outside the control of the teleworking employee, and the employee is unable to physically report to their assigned work location/office for any reason, the employee will remain in without-loss-of straight time pay status for up to eight (8) hours following the incident taking the employee offline. This section may be invoked once in a thirty (30) calendar day period.

ARTICLE 28

HOLIDAYS

Section 1 — Eligibility for Holiday Pay

All regular full-time and part-time employees are eligible to receive holiday pay if regularly scheduled to work on that day. Holiday pay is based on the employee's regularly scheduled hours. For example, if an employee is regularly scheduled to work six (6) hours on a holiday, the employee will be paid for six (6) hours. Holiday pay is not available to employees who are not regularly scheduled to work on the holiday unless the circumstances immediately below are met.

Exception: Regular full-time employees whose regularly scheduled day off falls on the holiday may take a paid alternative holiday within four (4) weeks of the designated holiday.

Section 2

Holiday pay is not counted to determine whether you have worked overtime hours or to calculate your overtime pay rate, although any hours actually worked on the holiday will be used for overtime purposes.

Section 3

Audubon holidays are as follows:

- A. New Year's Day
- B. Martin Luther King, Jr. Day
- C. President's Day
- D. Memorial Day
- E. Juneteenth
- F. Independence Day July 4
- G. Labor Day
- H. Indigenous People's Day
- I. Veteran's Day
- J. Thanksgiving
- K. The Day After Thanksgiving
- L. Winter Break (Dec. 25th – Dec. 31st)
- M. Two (2) floating holidays (see Section 6 below)

Section 4

If a holiday falls on a Saturday, the preceding Friday will be treated as a holiday for pay and leave purposes. If a holiday falls on a Sunday, the following Monday will be treated as a holiday for pay and leave purposes.

Section 5 — Floating Holidays

- A. Audubon shall create a floating holiday bank for each eligible employee. Each employee's floating holiday bank will have two floating holidays that are equal to the employee's standard hours as described in Section 1 above. On January 1 of each year thereafter (or upon hire into an eligible position), Audubon shall replenish an employee's bank with two floating holidays, consistent with Section 1 above.
- B. Floating holidays must be taken during the calendar year in which they are granted. Unused floating holidays cannot be carried over from one year to the next and are not paid out at separation.

- C. Audubon shall grant requests for use of floating holiday time in accordance with operational needs and will not be unreasonably denied.

Section 6 — Working on a Holiday

Although Audubon may be officially closed on certain holidays, many Audubon employees still may need to work in order to accommodate business and conservation needs. Supervisors retain sole discretion to make staffing assignments on holidays, consistent with applicable law.

- A. Exempt Employees: Exempt employees directed to work on a holiday may take a comp day if more than four (4) hours of work rae required of the employee, or a half comp day for any holiday in which the exempt employee is directed to work four (4) hours or less.
- B. Non-Exempt Employees: Non-exempt employees directed to work on a holiday will receive their regular hourly rate for all hours worked in addition to holiday pay.

ARTICLE 29

VACATIONS AND PERSONAL DAYS

Section 1 — Eligibility for Vacation Accrual

Audubon shall provide regular status employees who have an FTE of at least 50% or more (standard schedule of at least 20 hours per week) with paid vacation days. Regular part-time employees who have an FTE of less than 50% (standard schedule of less than 20 hours per week) are not eligible for vacation days.

Section 2 — Vacation Accrual

- A. Eligible employees will accrue vacation hours with each full pay period worked based on the employee's standard schedule. All eligible employees can accrue up to a maximum

of twenty (20) days of vacation per year, with an additional five (5) days for staff with ten (10) or more years of seniority (no break in service of more than one year), prorated by the hours in the employee's standard workweek.

1. Example 1: An employee with a standard workweek of forty (40) hours per week and two (2) years of service will accrue 6.156 hours of vacation per pay period (160 hours per year) (Actual accruals may vary due to rounding).

Number of vacation days employee is eligible to receive (20) x standard average day's hours (8) / Number of pay period in a year (26) = 6.15 hours accrued per pay period.

2. Example 2: An employee with a standard workweek of twenty (20) hours per week and two (2) years of service will accrue 3.07 hours of vacation per pay period (80 hours per year) (Actual accrual may vary due to rounding).

Number of vacation days employee is eligible to receive (20) x standard average day's hours (4) / Number of pay period in a year (26) = 3.07 hours accrued per pay period.

3. Example 3: An employee with a standard workweek of thirty-two (32) hours per week and ten (10) years of service will accrue 6.15 hours of vacation per pay period (160 hours per year) (Actual accrual may vary due to rounding).

Number of vacation days employee is eligible to receive (25) x standard average day's hours (6.4) / Number of pay period in a year (26) = 6.15 hours accrued per pay period.

- B. Any increase in vacation accruals shall take effect on the last day of the first full pay period worked following the date of the change impacting the employee's accrual amount if the date of the change is not the first day of the pay period.
- C. Accrued and unused vacation days will continue to accrue, up to the employee's specific accrual cap, which is equal to their annual accrual as determined by their standard work schedule. Employees who reach their specific accrual cap will not accrue additional vacation, though the vacation already accrued and unused (up to the vacation cap) will remain available for the employee to use.
- D. Vacation accrues from the first day of employment.

Section 3 — Vacation Pay Upon Departure

Audubon will pay out any accrued but unused vacation time upon an employee's departure. Any vacation time taken that may have been advanced prior to accrual will be deducted from the employee's final paycheck to the extent permitted by law.

Section 4 — Vacation Scheduling

- A. Decisions to grant an employee's vacation preference will always be in good faith, will not be unreasonably denied, and shall be consistent with Audubon's operations. Supervisors will make a good faith effort to collaborate with an employee to reschedule any denied requests. However, if a conflict arises because more than one employee seeks vacation at the same time, the issue will be resolved at the sole discretion of the supervisor, who will consider operational requirements, length of service of the employees seeking vacation, and order in which the vacation requests were submitted.

- B. Employees shall provide at least two (2) weeks' advance notice of requested vacation dates.
- C. Vacation days may be taken in one (1) hour increments.

Section 5

If an employee who is eligible to receive holiday pay is on vacation during what is designated as an Audubon-observed holiday, the eligible employee will receive holiday pay for that day and it will not be charged against their available vacation.

Section 6 — Vacation Pay

Employees are paid at their base pay rate while on vacation. Vacation pay is not counted to determine whether the employee worked overtime hours or to calculate the employee's overtime pay rate.

Section 7 — Effect of Unpaid Leave

Eligible employees in an active pay status for any part of a pay period will accrue vacation for that pay period. Employees taking an unpaid leave for the entire pay period accrue no vacation.

Section 8

The amount of vacation available to employees is governed by this Article and other applicable federal, state, or local laws. Additional vacation will be provided to the extent required by applicable state or local laws.

Section 9 — Personal Days

A. Eligibility

All regular full-time and part-time employees are eligible to receive paid Personal Days.

B. Amount of Personal Days Available

1. Audubon will grant eligible employees two (2) personal days on January 1 of each calendar year.

2. Employees who become eligible to receive paid personal days after January 1 will receive personal days during their first calendar year of employment as shown in the chart below:

Hire Date	Personal Days in First Year
Jan. 2 — June 30	2
July 1 — Sept. 30	1
Oct. 1 — Dec. 31	0

3. Personal days may be taken in one (1) hour increments.

4. Scheduling Personal Days

Personal days must be requested in the same manner as vacation days pursuant to Section 4 above.

5. Pay for Personal Days

- a. Audubon will pay employees for Personal Days at their base pay rate as of the time of their absence.
- b. Employees will be paid for the hours normally scheduled to work on the day they take a Personal Day. For example, an employee who is regularly scheduled to work four (4) hours on Monday and chooses to take a Personal Day will be paid for four (4) hours and charged one (1) Personal Day. Personal Days will not be used to determine hours worked for overtime purposes.

- C. Accrued, unused Personal Days are lost at the end of the calendar year and are not paid out at separation, unless otherwise required by applicable law.

SICK AND SAFE LEAVE**Section 1 — Eligibility for Sick Days**

Audubon shall provide regular full-time and regular part-time employees who have an FTE of 50% or more (regular schedule of at least 20 hours per week) with paid sick days. Regular part-time employees who have an FTE of less than 50% (regular schedule of less than 20 hours per week) are not eligible for sick days except as required by state or local laws.

Section 2 — Amount of Sick Days Available

- A. Eligible employees who are in the bargaining unit on January 1 of any calendar year shall receive twelve (12) days of Sick Leave on January 1 of each year.
- B. Eligible employees who enter the bargaining after January 1 shall receive one (1) day of Sick Leave for each full month remaining in the calendar year.
- C. The number of total Sick Leave hours available to an employee each year is based on each employee's standard hours in a biweekly period. For example, an employee whose standard hours are eighty (80) per biweekly period is entitled to twelve (12) days of Sick Leave at eight (8) hours per day or ninety-six (96) total hours for the year. An employee whose standard hours are sixty (60) per biweekly period is also entitled to twelve (12) days of Sick Leave, but at six (6) hours per day or seventy-two (72) total hours for the year. The number of total hours available is pro-rated in accordance with Section B immediately above, if the employee enters the bargaining unit after January 1 of any year.

Section 3 — Use of Sick Leave

Sick leave is to be taken in the event the employee or an immediate family member (as defined in Article 32— Leaves

of Absence, Section 17) has a mental or physical illness, injury, or health condition; they need to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; they need to get preventive medical care or to address any act or threat of domestic violence, unwanted sexual contact, stalking, human trafficking, or matters in relation to the abusive behavior against the employee.

Section 4

Employees will be permitted to use sick leave in one (1) hour increments.

Section 5

Employees may not use sick leave for any reason other than as is permitted under this Article.

Section 6

Sick leave must be taken during the calendar year in which it is provided. Unused sick time cannot be carried over from one year to the next and is not paid out at separation unless otherwise required by applicable state or local law.

Section 7 — Notice of Absence

All employees, regardless of eligibility, must (absent emergency circumstances) provide advance notice each day that the employee is unable to report to work due to any covered situation under this Article as soon as the employee learns they will be unable to work that day, by notifying the employee's supervisor that (1) they are unable to work; and (2) when they expect to return to work. If the employee is unable to provide notice before their scheduled shift, they must provide notice no later than thirty (30) minutes after their scheduled start time that day (absent emergency circumstances). If the employee cannot reach their supervisor, the employee must notify their next level of management. Failure to provide the required notice may result in denial of sick leave benefits for

that day and/or disciplinary action subject to the just cause provisions of this Agreement.

Section 8 — Multi-Day Absences

- A. Employees who are absent for three (3) or more days in a row may be required to provide a note from a medical professional verifying the need to miss work. However, an employee with repeated unexcused absences or a pattern of absences may be required to provide a written explanation from their doctor or other relevant documentation verifying the need for the time off even if the employee is missing only a single day or part of a day.
- B. Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment unless there are exceptional circumstances preventing the employee from adhering to the notice provisions above.

Section 9

Audubon may require an employee to provide a doctor's statement or police report, a court order, or some other form of documentation verifying the need to miss work due to illness, injury, or need for safety, regardless of the length of absence.

Section 10

Audubon will pay employees for any sick leave taken at their base pay rate as of the time of the employee's absence. Sick days are not counted to determine whether the employee has worked overtime hours or to calculate their overtime pay rate.

Section 11 — Domestic Violence Leave

- A. An employee who has exhausted their accrued PTO, including Sick and Safe leave, Vacation, and Personal leave may take up to seven (7) days of unpaid leave in any twelve (12)-month period for employees who are, or whose immediate family members are, victims of any act or threat

of domestic violence, unwanted sexual contact, stalking, or human trafficking. This leave is afforded to employees in relation to the abusive behavior against the employee or immediate family of the employee to:

1. Seek or obtain medical attention, counseling, victim services, or legal assistance;
 2. Secure housing;
 3. Attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee;
 4. Meet with a district attorney or other law enforcement official;
 5. Appear in court before a grand jury.
 6. Obtain a protective order from court.
- B. An employee who takes leave due to domestic violence may be required to provide certification verifying the need for the leave, including, but not limited to, a police report, a court order, a doctor's note, or some other form of documentation.

Section 12

If applicable state or local laws require more generous sick leave benefits for employees, Audubon will comply with the law.

ARTICLE 31

STUDENT LOAN REPAYMENT ASSISTANCE

In accordance with the terms of the policy governing the Student Loan Repayment Assistance, bargaining unit employees are eligible to participate in this employer-sponsored program pursuant to the terms and conditions set forth therein and as prescribed by the employer.

LEAVES OF ABSENCE**Section 1 — General Provisions**

Consistent with this Article and the policy governing Leaves of Absence, Leaves of Absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of Audubon. Where this Article and the current policy on Leaves of Absence conflict, this Article shall supersede those conflicting provisions.

If applicable federal, state, or local laws require Audubon to offer any leave in a manner that is more generous to employees than is currently provided in this Article, Audubon will comply with the law and such leave may run concurrently with other available leave, including FMLA leave.

Section 2 — Family and Medical Leave Act (FMLA)

Employees who meet the criteria in this Section are eligible for the Family and Medical Leave Act of 1993 and to subsequent changes to the Act as they may occur.

- A. An employee is eligible for Family Medical Leave (FML) under the Act if they:
 - 1. Have been employed at Audubon for a total of at least twelve (12) cumulative months; and
 - 2. Have worked at least 1,250 hours within the previous twelve (12)-month period immediately preceding the commencement of the leave.
- B. Basic FML Entitlement

Except as otherwise provided in this Article, Audubon shall provide up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12)-month period to eligible employees for certain family and medical reasons. The twelve

(12)-month period is determined on a "rolling" twelve (12)-month period dating from the time the employee leave is scheduled to commence.

C. An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, may, consistent with this Article, take FML for any one, or for a combination, of the following reasons:

1. For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job;
2. To care for the employee's child after birth, or placement for adoption or foster care; and/or
3. To care for the employee's immediate family member who has a serious health condition.

D. Employees must use any accrued vacation, personal, and sick time while on FML and before reverting to unpaid FML, unless otherwise prohibited by state or local laws. Paid and unpaid FML shall run concurrently with an employee's entitlement under FMLA and applicable state and local laws.

Upon written request, Audubon will allow employees to use accrued vacation, personal, and sick time to supplement any paid disability or Workers' Compensation benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

E. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either

prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provide or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

F. Use of Leave

Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Audubon's operations. Leave due to qualifying exigencies also may be taken on an intermittent basis.

Section 3 — Audubon Parental Leave

A. General Conditions

Audubon provides up to twelve (12) weeks of Parental Leave for employees to bond with their newborn child or child placed with the employee for adoption or foster care. Each event of birth, adoption, or foster care entitles an eligible employee to an Audubon Parental Leave for a maximum of twelve (12) weeks to use within one (1) year of birth, adoption, or foster care of a child. An employee eligible for an Audubon Parental Leave may initiate such leave of absence no more than once per rolling twelve (12)-month period.

1. In the event an employee who is eligible for Audubon Parental Leave under this Section, but is also eligible for parental leave under the FMLA (as defined in Section

2.C.2 above), the two (2) leaves will run concurrently and the employee's absence from work will be deducted from the employee's FML entitlement.

2. If an employee is ineligible for FML or the employee has exhausted their FML entitlement for the year, an approved Audubon Parental Leave of Absence will be provided for the period(s) an eligible employee is absent from work for verified parental reasons as provided in this Article.

B. Eligibility

An employee requesting parental leave must satisfy all the following requirements to be eligible for Audubon Parental Leave under this Section:

1. The employee has an FTE of 50% or more (regular schedule of at least 20 hours per week);
2. The employee is taking leave to bond with the employee's newborn or to bond with a child placed with the employee for adoption or foster care;
3. The employee has furnished proof of becoming a parent to a newborn or child placed with employee for adoption or foster care; and
4. The employee did not commence an Audubon Parental Leave in the twelve (12) months preceding the employee's request to initiate a leave under Audubon's Parental Leave.

C. Use of Leave

1. Leaves of absence under this Section must be taken within one (1) year following the birth, adoption, or foster care placement of the child with the employee.
2. Leave may be taken intermittently or in one contiguous block.

Section 4 — Military Family Leave

- A. Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.
- B. Eligible employees may take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single twelve (12)-month period (one-time basis only). A covered service member is a current member of the Armed Forces, including a member of National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this Article as “current members of the Armed Forces.” Covered servicemembers also include a veteran who is discharged or released from military services under conditions other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FML leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this Article as “covered veterans.”

- C. The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Section 5 — Same Employer Limitations

Employees who are married to another Audubon employee may have up to six (6) weeks of their respective leave periods overlap in a rolling twelve (12)-month period for:

- A. The birth of a child and bonding with the newborn child;
- B. The placement of a son or daughter with the employee for adoption or foster care bonding with the newly-placed child; and
- C. The care of a parent with a serious health condition.

Employees will also be limited to twelve (12) weeks of overlapping leave periods in a single twelve (12)-month period to care for a covered servicemember.

Section 6 — Employee Responsibilities

- A. Employees shall provide thirty (30) days’ advance notice of the need to take FML or any leave as provided in this Article, when the need is foreseeable. When thirty (30) days’ notice is not possible, the employee shall provide notice as soon as practicable and generally must comply with Audubon’s normal call-in procedures.
- B. Employees shall provide sufficient information for Audubon to determine if the leave may qualify for protection under FMLA or any leave as provided in this Article, along with the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for

hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also shall inform Audubon if the requested leave is for a reason for which FMLA or any leave as provided in this Article was previously taken or certified. Employees may be required to provide medical certification and periodic recertification supporting the need for leave.

Section 7 — Employer Responsibilities

Audubon shall inform employees requesting leave whether they are eligible under FMLA or any leave provided in this Article. If they are, the notice shall specify any additional information required, as well as the employee's rights and responsibilities. If they are not eligible, Audubon shall provide a reason for ineligibility.

Audubon shall inform the employee if the leave will be designated as FMLA-protected or any other leave as provided in this Article and the amount of leave counted against the employee's leave entitlement. If Audubon determines that the leave is not FMLA-protected or does not qualify for any leave provided in this Article, Audubon shall notify the employee.

Section 8 — Income Protection

A. Parental

An employee on an approved parental leave of absence, who has an FTE of 50% or more (regular schedule of at least 20 hours per week) and a parent to a newborn or recently placed adopted or foster child, is eligible for income protection in accordance with the terms of this Article.

1. Duration and Amount

Beginning on the first day of a qualifying absence, Audubon will provide income protection benefits equal to 100% of the employee's base salary and regularly scheduled hours for up to twelve (12) weeks.

Leave	Amount of Income Protection
1st day through 12th week	100%

2. For income protection to apply under this section, the approved leave (intermittent or as one block) must be taken within one (1) year following the birth, adoption, or foster care placement of the child with the employee.

B. Employee’s Own Serious Medical Condition & Organ/Marrow Donation

1. An employee on an approved leave of absence who has an FTE of 50% or more (regular schedule of at least 20 hours per week) and unable to work for more than seven (7) calendar days due to their own serious medical condition or due to the employee serving as an organ or bone marrow donor, is eligible for income protection, in accordance with the terms of this Article.

2. Serious Medical Condition

For purposes of this Section 8.B, serious medical condition generally means an illness, injury, impairment, or other medical condition that renders the employee unable to perform the major functions of their job.

3. Amount and Duration

- a. During the first seven (7) calendar days of the employee’s absence, the employee shall use any available sick, vacation, or personal days, unless otherwise required by state or local laws. If the employee does not have any accrued PTO, which includes any sick, vacation, or personal days available, these days will be unpaid.

- b. Beginning on the eighth (8th) day of a qualifying absence, Audubon will provide income protection benefits equal to one hundred percent (100%) of the employee's base rate of pay and regularly scheduled hours for the eighth (8th) day through the thirteenth (13th) week of the leave.
- c. Commencing on the fourteenth (14th) week of a qualifying absence, benefits will be reduced to sixty percent (60%) of the employee's base rate of pay and regularly scheduled hours for the fourteenth (14th) week through the twenty-sixth (26th) week of the leave.

Leave	Amount of Income Protection
0 to 7 days	0%
8th day through 13th week	100%
14th week through 26th week	60%

C. Care for the Employee's Immediate Family Member

- 1. An employee on approved Family and Medical Leave (FML) to care for an immediate family member with a serious health condition, who has an FTE of 50% or more (regular schedule of at least 20 hours per week), is eligible for income protection, in accordance with the terms of this Article.
- 2. Amount and Duration
 - a. During the first seven (7) calendar days of the employee's absence, the employee shall use any available sick, vacation, or personal days, unless

otherwise required by state or local laws. If the employee does not have any accrued PTO, which includes any sick, vacation, or personal days available, these days will be unpaid.

- b. Beginning on the eighth (8th) day of the qualifying absence, Audubon will provide income protection benefits equal to fifty percent (50%) of the employee's base rate of pay and regularly scheduled hours for the eighth (8th) day through the seventh (7th) week of the leave.

Leave	Amount of Income Protection
0 to 7 days	0%
8th day through 7th week	50%

D. Coordinating State-Run Disability and Income Protection

Employees eligible for state-mandated short-term disability insurance and/or state paid family leave programs, which provide income protection similar to those provided by Audubon under this Section 8, shall apply for those state-mandated disability and/or state paid family leave programs in order for income protection to take effect under this Article. In such cases, income protection and state disability payments will run concurrently and Audubon's payments to the employee, as a type of income protection, would serve as supplemental payments up to 100% of the employee's base rate of pay. In no event shall Audubon's payments, when coupled with state disability or family leave payments, cause the employee's salary to exceed 100% of their base pay.

E. Interaction Between Income Protection and Leaves of Absence

1. The amount of leave available to eligible employees is governed by the type of leave being taken (e.g., FML, Personal Leave, and/or other applicable federal, state, or local laws).
2. Employees taking a leave of absence who also qualify for income protection benefits will have their income protection run concurrently with the leave available under this Article and/or applicable law.

F. Limitations on Income Protection Benefits

1. Income protection benefits are not counted to determine whether the employee has worked overtime hours or to calculate an employee's overtime pay rate.
2. The amount of income protection benefits available does not accumulate from year to year and any unused income protection benefits are not paid out upon termination from employment with Audubon for any reason.
3. Income protection, as discussed in Section 8 of this Article, does not govern the amount of time an employee can be on leave or provide job protection during the employee's absence. The benefits under this section are strictly monetary benefits.

Section 9 — Personal Leave

Employees who are ineligible for a leave of absence may, under certain circumstances, be granted a personal leave of absence without pay.

A. Notice

An employee seeking a personal leave of absence shall submit to their supervisor a written request for the personal leave at least two (2) weeks before the requested start date

of the leave, except in cases of emergency where shorter notice is warranted.

B. Authorization for Personal Leave

An employee's request for a personal leave will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as the employee's performance and attendance record. If the reason for the leave is medical, Audubon may require submission of medical certification at various times during the leave.

C. Duration

A personal leave of absence may be granted for a period of up to twelve (12) weeks. Under special circumstances, a personal leave may be extended if the employee submits a written request for an extension to their supervisor prior to expiration of the leave and the request is granted.

D. Limitations

Employees must use any accrued and appropriate paid leave (e.g., vacation and personal days) before reverting to an unpaid leave of absence.

E. An employee who fails to advise management of their availability to return to work, failure to return to work when notified, or continued absence from work beyond the time approved by Audubon, will be considered a voluntary resignation of employment.

Section 10 — Military Service Leave

A. Audubon shall provide military service leave to any employee who is absent from work due to military service in accordance with the Uniformed Services Employment Reemployment Act (USERRA) and applicable state and local laws, including specific terms of absence, rights to reinstatement, seniority, benefits, and compensation after a military leave.

- B. Audubon shall pay employees who take military service leave for training assignments and related purposes with up to two (2) weeks per year for training assignment and related purposes. Military service that lasts longer than two (2) weeks is unpaid unless otherwise required by applicable law; however, employees may elect to use available vacation or personal days during such leave.
- C. Employees who need to be away from work for military service shall provide advance notice and documentation of the need for military leave, unless a military necessity prevents such notice, or it is otherwise impossible or unreasonable for the employee to provide such notice.

Section 11 — Jury Duty Leave

Audubon encourages employees to participate in the judicial process by serving on a jury when summoned to do so. All regular employees will be allowed time off with pay to perform such civic service as required by law.

A. Notice

1. An employee who is summoned to participate on a jury shall notify their supervisor of the need for time off as soon as a notice or summons from the court is received.
2. If the required absence presents a serious conflict for management, Audubon may ask the employee to try to postpone the jury duty, understanding, however, that the Court may deny the employee's request.

B. Pay for Jury Duty Service

Audubon will pay regular employees for all days missed due to jury service. Additional pay will be provided to the extent required by applicable state law.

1. Non-exempt employees: Jury service pay will be based on the employee's regular hourly wage rate and their hours for the day(s) the employee performs jury duty service.

2. Exempt employees: Jury service pay will be based on the employee's regular salary.
- C. Audubon may require employees to submit written verification from the court clerk of performance of jury service.

Section 12 — Bereavement Leave

Audubon shall provide employees who wish to take time off due to the death of an "immediate family member" with up to five (5) days of paid bereavement leave. These days do not need to be taken consecutively.

A. Notice

An employee taking bereavement leave must inform their supervisor prior to commencing the leave.

B. Pay for Bereavement Leave

1. Non-exempt employees: Bereavement pay will be based on the employee's regular hourly wage rate and their hours for the day(s) the employee is on bereavement leave. Bereavement time off is not counted as hours worked for purposes of calculating overtime.

2. Exempt employees: Bereavement pay will be based on the employee's regular salary.

C. Verification

Audubon may require verification of death and relation to the deceased.

Section 13 — Voting

A. If a bargaining unit employee does not have sufficient time to vote outside of working hours to vote in a federal, state, and/or local election, the employee will be granted up to three (3) hours of paid leave to vote.

B. For purposes of this section of the Agreement, an employee is deemed to have "sufficient time to vote" if an employee has four (4) consecutive hours to vote either from the

opening of the polls to the beginning of their work shift, or four (4) consecutive hours between the end of a working shift and the closing of the polls.

- C. Employees taking voting leave shall notify their supervisor at least two days prior to the voting day.

Section 14 — Benefits While on Leave

If applicable, during an approved leave Audubon shall maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, Audubon will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month. If the employee's premium is more than forty-five (45) days late, the applicable coverage may cease without further notice.

Section 15 — Return from Leave

An employee who has been granted a paid or unpaid leave of absence shall be reinstated to their same or similar position and salary (plus any contractual wage increases) upon expiration of the leave, in accordance with the provisions of this Article. If the position held has been affected by layoff during the leave, the employee shall be afforded the same considerations that would have been afforded had the employee been working in the position affected by layoff.

Section 16 — Effect of Paid and Unpaid Leave

- A. Eligible employees in active pay status for any part of a pay period will accrue vacation for that pay period. Employees taking an unpaid leave for the entire pay period accrue no vacation.

- B. Unpaid leave includes any leave for which an employee receives monetary reimbursement through Section 8 — Income Protection of this Article and/or third parties such as Short- and Long-Term Disability and Workers' Compensation.

Section 17 — Definition of “Immediate Family Member”

Where referenced throughout this Agreement, “immediate family member” means the employee’s child, spouse, or domestic/civil-union partner, sibling, parent, grandparent, or grandchild; the sibling, parent, or child of the employee’s spouse or domestic/civil-union partner; the employee’s child’s spouse or domestic/civil-union partner; the employee’s parent’s spouse or domestic/civil-union partner; the employee’s sibling’s spouse or domestic/civil-union partner; the employee’s grandparent’s spouse or domestic/civil union partner; the employee’s grandchild’s spouse or domestic/civil-union partner; and 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 Human Resources in its sole discretion, on a case-by-case basis, within twenty-four (24) hours of a request by the employee to Human Resources.

A. Definition of Parent

For purposes of Section 17 of this Article, “parent” is defined as a biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor; a person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian; a person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; or a parent (as described in the herein) of an employee’s spouse or domestic partner.

B. Definition of Son or Daughter

For purposes of Section 17 of this Article, "child" is defined as a biological, adopted, step, or foster child of the employee; a person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian; a person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or a child (as described herein) of an employee's spouse or domestic partner.

C. Definition of Domestic Partner

a. For purposes of Section 17 of this Article, "domestic partner" is defined as an adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

b. For purposes of this Section 17.C immediately above, a "committed relationship" is defined as a relationship in which the employee and the domestic partner of the employee are each other's sole domestic partner (and are not married to or domestic partners with anyone else) and share responsibility for a significant measure of each other's common welfare and financial obligations.

ARTICLE 33

SABBATICAL

Section 1 — General Provisions

In accordance with the terms of this Article and Audubon policy governing sabbatical leaves, a sabbatical leave shall be for purposes that provide a benefit to Audubon, such as research, scholarly and creative activity, and study and/or travel in connection with any of the above.

Section 2 — Eligibility

An employee who meets all the following criteria is eligible for a sabbatical:

- A. Regular full-time;
- B. Seniority of ten (10) years or more with no break in service;
- C. Not on a sabbatical leave at Audubon in the ten (10) years preceding the employee's most recent application for a sabbatical;
- D. Submitted a timely and completed application in accordance with the terms of this Article and application guidelines; and
- E. Through the application process, demonstrates that their sabbatical leave is a benefit to Audubon and in furtherance of their professional development and/or advancement of knowledge related to birds and the places they live.

Section 3 — Application Process

- A. Effective the second week of January each year, Audubon shall make applications for sabbatical leaves available to eligible employees. Employees may contact HR for an application.
- B. Completed applications shall be submitted to the appropriate department leader as indicated on the application. Applications must be submitted by 5 p.m. on the Friday of the second week in February of the same application year.
- C. Only completed applications will be considered.

Section 4 — Scheduling the Sabbatical

- A. Throughout the months of March and April of the same application year, employees will be informed whether their sabbatical was approved.

- B. Employees whose sabbatical leave was approved shall begin the process of meeting with their supervisor to discuss scheduling and duration of the sabbatical. The employee's sabbatical may be scheduled within the current or following calendar year, scheduling of which shall be subject to supervisor discretion but will be considered in good faith and will not be unreasonably denied.
- C. Scheduling conflicts, where two or more employees in the same department are interested in overlapping sabbatical leave dates, shall be resolved based on seniority with the more senior employee receiving their preferences.

Section 5 — Duration

A sabbatical leave may last up to eight (8) weeks.

Section 6 — Compensation and Benefits

- A. An approved sabbatical leave is paid at 60% of the employee's base salary and is based on the employee's regular schedule (assigned FTE).
- B. An employee on approved sabbatical leave shall be considered in work status and shall receive health benefits to the same extent and manner as if the employee had not been on sabbatical leave.
- C. Employees may use accrued and unused vacation to supplement their salary while on sabbatical leave up to 100% of their base salary.
- D. An employee on approved sabbatical leave shall continue to accrue vacation leave while on sabbatical.

Section 7 — Limitations

- A. Any approved sabbatical leave must be taken as one block of time, up to eight (8) weeks in total duration.
- B. Time on sabbatical leave is not counted as hours worked for purposes of calculating overtime.

ARTICLE 34

BENEFITS

Section 1 — General Conditions

- A. Eligible employees may participate in several benefits programs generally available to other eligible non-represented staff at Audubon.
- B. Except as otherwise provided in this Article, Audubon may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including its retirement plans, dental plans, life insurance, and/or other benefits. Such alternations include, but are not limited to, adding new programs or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and Audubon rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plans.
- C. In the event Audubon changes its health plan offerings, the negotiated monthly premium costs outlined in Sections 3, 4, and 5 will be adhered to by applying the negotiated premiums to the new and most similar plan(s).
- D. In the event Audubon alters, adds, establishes new program or plan benefits, or deletes any of its health and welfare programs, retirement, dental, insurance plans, or other benefits, the alterations will apply to eligible bargaining unit employees in the same manner as they apply to other eligible non-represented staff.
- E. Employees' share of costs for health care premiums and retirement contributions, and costs for plans to which Audubon does not contribute, are to be paid by employees, normally through payroll deduction.

- F. An employee's base salary, for purposes of determining medical contributions, is calculated on January 1 of each year. Subsequent changes to salary during the same calendar year will not impact contributions to health benefits.

Section 2 — Calendar Year 2024

A. Medical, Dental, and Vision

See Appendix B for 2024 health plan, ancillary benefits, and costs.

B. Retirement

Audubon will continue providing employees with 403(b) contributions based on current (2024) levels.

Section 3 — Calendar Year 2025

A. Medical

1. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Value Plan (any coverage category of "Employee only"; "Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family") and have a base salary under \$60,000.
2. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Value Plan under the coverage category of "Employee Only," and have a base salary of at least \$60,000, but not more than \$150,000.
3. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Core Plan under the coverage category of "Employee Only" and have a base salary under \$100,000.
4. An employee's share of monthly premiums for all other health plans or HSA Plan with coverage categories not discussed in this section 3.A shall remain at 2024 levels

5. HSA Contributions

- a. For employees enrolled in the Value or Core HSA Plans, Audubon will keep its HSA contributions at 2024 amounts, unless Section 3.A.5.b below is triggered.
- b. If the deductible in the employee's HSA plan and coverage category increases over the prior year's amount, Audubon's HSA contribution shall increase by \$50 for "Employee Only" and/or \$100 for all other coverage categories ("Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family").

B. Dental and Vision

Employees' share of monthly premiums for dental and vision shall remain at 2024 levels.

C. Retirement

Audubon will continue providing employees with 403(b) contributions based on current (2024) levels.

Section 4 — Calendar Year 2026

A. Medical

1. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Value Plan (any coverage category of "Employee Only"; "Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family") and have a base salary under \$60,000.
2. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Value Plan under the coverage category of "Employee Only," and have a base salary of at least \$60,000, but not more than \$150,000.
3. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Core Plan under the coverage category of "Employee Only" and have a base salary under \$100,000.

4. An employee's share of monthly premiums for all other health plans or HSA Plans with coverage categories not discussed in this Section 4.A may increase by an additional four percent (4%).

5. HSA Contributions

a. For employees enrolled in the Value or Core HSA Plans, Audubon will keep contributions at 2025 amounts, unless Section 4.A.5.b below is triggered.

b. If the deductibles in the employee's HSA plan and coverage category increases over the prior year's amount, Audubon's HSA contribution shall increase by \$50 for "Employee Only" and/or \$100 for all other coverage categories ("Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family").

B. Dental and Vision

Employees' share of monthly premiums for dental and visions shall remain at 2024 levels.

C. Retirement

Audubon will continue providing employees with 403(b) contributions based on current (2024) levels.

Section 5 — Calendar Year 2027

A. Medical

1. Audubon shall cover 100% of the monthly premiums for employees enrolled in the HSA Value Plan (any coverage category of "Employee Only"; "Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family") and have a base salary under \$60,000.

2. Audubon shall cover 100% of the monthly premiums for employees who are enrolled in the HSA Value Plan under the coverage category of "Employee Only," and have a base salary of at least \$60,000, but not more than \$150,000.

3. Audubon shall cover 100% of the monthly premiums for employees who are enrolled in the HSA Core Plan under the coverage category of "Employee Only" and have a base salary under \$100,000.
4. An employee's share of monthly premiums for all other health plans or HSA Plans with coverage categories not discussed in this Section 5.A may increase by an additional four percent (4%) over the employee's share of premiums in the immediately preceding year.
5. HSA Contributions
 - a. For employees enrolled in the Value or Core HSA Plans, Audubon will keep contributions at 2026 amounts, unless Section 5.A.5.b below is triggered.
 - b. If the deductible in the employee's HSA plan and coverage category increases over the prior year's amount, Audubon's HSA contribution shall increase by \$50 for "Employee Only" and/or \$100 for all other coverage categories ("Employee + Child(ren)"; "Employee + Spouse"; and "Employee + Family").

B. Dental and Vision

Employees' share of monthly premiums for dental and vision, based on plan type and coverage category, may increase by an additional ten percent (10%) over the previous years' cost to employees, based on plan type and coverage category.

C. Retirement

Audubon will continue providing employees with 403(b) contributions based on current (2024) levels.

Section 6 — Benefits Review Committee

- A. On or around the months of September or October (fall period) of each year, before Open Enrollment begins and before a final decision has been rendered on Benefit

offerings, cost, etc., Audubon will meet, upon request, with up to two (2) representatives designated by the Union. During this meeting, Audubon will share information about the upcoming year's benefits and receive feedback about Audubon's planned offerings. Audubon shall consider the Union's feedback but shall not be required to negotiate or adopt changes to its benefits offerings.

B. Paid Release Time

The two (2) representatives designated by the Union above shall suffer no loss in pay for time consumed in, and reasonably consumed in traveling to and from this meeting. CWA representatives who are not employees of Audubon may attend the meeting.

In no event shall the number of meeting participants exceed two (2) unless the parties mutually agree. The two (2) representatives designated by the Union and attending the Benefits Review Committee in without-loss-of-straight-time-pay status shall represent the maximum number of paid participants attending the Benefits Review Committee across all twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington).

ARTICLE 35

PERFORMANCE EVALUATIONS

Section 1 — Performance Evaluations

Performance Evaluation is a constructive process to acknowledge the performance of a regular-status employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of their duties.

Section 2

The performance of each employee shall be evaluated at least annually in accordance with a process established by Audubon. Audubon will provide a copy of the evaluation process criteria to the Union and the employees before the evaluation period starts.

Section 3

Performance evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and Audubon partners. The performance evaluation should help employees become aware of their progress and areas for improvement.

Section 4

At the time of the evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide a written response. The performance evaluation and the employee's response will be placed together where performance evaluations are normally kept.

Section 5

Performance Evaluations are not discipline.

Section 6

Employees may request an appeal of their performance review to the People and Culture Department. The decision following the review of such appeal to People and Culture shall not be subject to grievance and arbitration.

Section 1 — General Provisions**A. Effective Date of Salary Increases**

Wage increases referenced throughout this Article are effective on the date indicated or at the start of the pay period following the date provided if the date indicated is not the beginning date of the pay period.

B. Performance Adjustments

1. Performance increases will be provided in accordance with Audubon's salary program guidelines governing performance adjustments.
2. Performance increases are within range, base-building compensation adjustments. Staff members whose salaries are at or above the maximum established for their salary ranges shall receive a one-time, non-base building lump sum payment, provided the employee received an overall performance rating of "meets expectations" or better.
3. An employee with less than a year of service when the performance adjustment is effective will be eligible for a prorated salary adjustment.

C. Cross-the-Board Increase

1. When applying an across-the-board increase, the adjustment shall be applied to the minimum and maximum of the range, and the resulting adjustment shall apply to all employees' base salaries.
2. Employees above their range maximum are eligible for an across-the-board increase for the duration of this Agreement only.

3. An employee with less than a year of service when the across-the-board adjustment is effective will be eligible for a prorated salary adjustment.

Section 2 — Wages — Year 1, FY 2023/24

A. Market Adjustments

1. Effective within 30 days following the date of Ratification
Current incumbents and all new hires going forward will be placed at .8 to 1.0 of the median for their salary range, based on a variety of factors, including skill, experience, and education. (See Appendix A – Market and Performance Adjustments – unpublished)
2. No current incumbent employee shall receive a salary decrease because of this initiative to bring employees within a percentage of the median for their salary range.
3. Lump Sum in Lieu of Retroactivity
 - a. No later than forty-five (45) days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on the market adjustments listed in Appendix A — Market Adjustments (unpublished) for any hours worked on or after June 30, 2023, and immediately before the Market Adjustments referenced above in Section 2.A., are finally implemented. The in-bargaining unit earnings for the period on and following June 30, 2023, but before the increases are finally implemented will be multiplied by the percentage increase needed to bring the employee up to the amount indicated in Appendix A – Market Adjustments (unpublished).
 - b. To be eligible for the Lump Sum payment discussed immediately above, the employee must meet all the following criteria:

- i. Be in a CWA-represented classification on the date the lump sum is paid (not effective date); and
 - ii. Have actual earnings in a CWA-represented classification during the relevant period outlined in Section 2.A.3.a above.
- c. Legally required deductions, including union dues, will be made against the lump sum issued pursuant to Section 2.A.3.a above.

B. Performance Adjustments

1. Effective within sixty (60) days following the date of Ratification

Audubon shall award performance adjustments in accordance with Appendix A — Market and Performance Adjustments (unpublished) to eligible employees.

2. Lump Sum in Lieu of Retroactivity

- a. No later than seventy-five (75) days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on the performance adjustments discussed in Section 2.B.1 above for any hours worked on and after September 1, 2023, but immediately before the Performance Adjustments referenced above in Section 2.B.1 are finally implemented. The in-bargaining unit earnings for the period on and following September 1, 2023, but before the increases are implemented, will be multiplied by the percentage increase of the employee's performance adjustment.
- b. To be eligible for the lump-sum payment discussed immediately above, the employee must meet all the following criteria:

- i. Be in a CWA-represented classification on the date the lump sum is paid (not effective date); and
 - ii. Have actual earnings in a CWA-represented classification during the relevant period outlined in Section 2.B.2.a above.
- c. Legally required deductions, including union dues, will be made against the lump sum issued pursuant to Section 2.B.2.a above.

C. Across-the-Board Increase

1. Effective within ninety (90) days following the date of ratification, Audubon will apply a three percent (3%) across-the-board increase, with a cap of three thousand dollars (\$3,000).
2. Lump Sum in Lieu of Retroactivity
 - a. No later than one hundred and five (105) days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on the across-the-board increase discussed in Section 2.C.1 above, for any hours worked on and after June 30, 2024, but immediately before the across-the-board adjustments referenced above in Section 2.C.1 are implemented. The in-bargaining unit earnings for the period on and following June 30, 2024, but before the increases are implemented, will be multiplied by the percentage increase of the employee's across-the-board increase.
 - b. To be eligible for the lump-sum payment discussed immediately above, the employee must meet all the following criteria:
 - i. Be in a CWA-represented classification on the date the lump sum is paid (not effective date); and

- ii. Have actual earnings in a CWA-represented classification during the relevant period outlined in Section 2.C.2.a above.

Section 3 — Wages — Year 2, FY 2024/25

A. Across-the-Board Increase

1. Effective within one hundred twenty (120) days following the date of ratification, Audubon will apply a three percent (3%) across-the-board increase, with a cap of three thousand dollars (\$3,000).
2. Lump Sum in Lieu of Retroactivity
 - a. No later than one hundred and thirty-five (135) days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on the across-the-board increase discussed in Section 3.A.1 above, for any hours worked on and after July 1, 2024, but immediately before the across-the-board adjustments referenced above in Section 3.A.1 are implemented. The in-bargaining unit earnings for the period on and following July 1, 2024, but before the increases are implemented, will be multiplied by the percentage increase of the employee's across-the-board increase.
 - b. To be eligible for the lump-sum payment discussed immediately above, the employee must meet all the following criteria:
 - i. Be in a CWA-represented classification on the date the lump sum is paid (not effective date); and
 - ii. Have actual earnings in a CWA-represented classification during the relevant period outlined in Section 3.A.2.a above.

B. Performance Adjustments

1. Effective within one hundred twenty (120) days following the date of ratification, Audubon shall award up to four percent (4%) in performance adjustments to eligible employees.
2. Lump sum in Lieu of Retroactivity
 - a. No later than one hundred and thirty-five (135) days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on the performance adjustments discussed in Section 3.B.1 above, for any hours worked on and after September 1, 2024, but immediately before the Performance Adjustments referenced above in Section 3.B.1 are finally implemented. The in-bargaining unit earnings for the period on and following September 1, 2024, but before the increases are implemented, will be multiplied by the percentage increase of the employee's Performance Adjustment.
 - b. To be eligible for the lump-sum payment discussed immediately above, the employee must meet all the following criteria:
 - i. Be in a CWA-represented classification on the date the lump sum is paid (not effective date); and
 - ii. Have actual earnings in a CWA-represented classification during the relevant period outlined in Section 2.B.2.a above.
 - c. Legally required deductions, including union dues, will be made against the lump sum issued pursuant to Section 3.B.2.a above.

Section 4 — Wages — Year 3, FY 2025/26

A. Cross-the-Board Increase

Effective July 1, 2025, Audubon will apply a three percent (3%) across-the-board increase, with a cap of three thousand dollars (\$3,000).

B. Performance Adjustments

Effective September 1, 2025, Audubon shall award up to four percent (4%) in performance adjustments to eligible employees.

Section 5 — Wages — Year 4, FY 2026/27

A. Cross-the-Board Increase

Effective July 1, 2026, Audubon will apply a three percent (3%) across-the-board increase, with a cap of three thousand dollars (\$3,000).

B. Performance Adjustments

Effective September 1, 2026, Audubon shall award up to four percent (4%) in performance adjustments to eligible employees.

Section 6 — Wages — Year 5, FY 2027/28

A. Cross-the-Board Increase

Effective July 1, 2027, Audubon will apply a three percent (3%) across-the-board increase, with a cap of three thousand dollars (\$3,000).

B. Performance Adjustments

Effective September 1, 2027, Audubon shall award up to four percent (4%) in performance adjustments to eligible employees.

Section 7 — Other Increases

- A. Audubon may increase salary rates for selected classes or individuals within the bargaining unit.
- B. Bargaining unit employees are eligible to participate in Audubon's Bonus programs generally available to non-represented staff.
- C. Employees may request an equity review of their salary by submitting their request to People and Culture department. It shall be at the discretion of Audubon to grant or deny the salary adjustment.

ARTICLE 37

COMMUNICATIONS ALLOWANCE

Section 1 — General Conditions

To defray the cost of personal plans or devices used for Audubon business, Audubon shall, in accordance with this Article, provide a communications allowance. The allowance is provided to help defray the costs incurred for conducting Audubon business, including usage, data plans, overage charges, cable, internet, device purchase, repair or replacement, peripherals (batteries, cases, earphones, etc.).

Section 2

Audubon will provide a taxable communications allowance to eligible employees in their biweekly paycheck.

Section 3

The level of allowance shall be determined by the amount of time required to be spent communicating while out of the office or during non-business hours and must be approved by the employee's supervisor.

A new employee will have sixty (60) days from their start date to request the communications allowance, which

will be paid retroactively to their start date. Any requests or changes beyond the sixty (60) days will be applied prospectively.

Section 4

The communications allowance for eligible employees shall be as follows:

Allowance	Amount of time required to be spent communicating while out of the office or during non-business hours, per month
\$21/pay period	2 – 4.9 hours
\$42/pay period	5 – 10 hours
\$65/pay period	10+ hours

ARTICLE 38

REIMBURSEMENT OF BUSINESS EXPENSES

Section 1 — General Conditions

- A. Consistent with this Article and the policy governing Reimbursement of Travel & Entertainment Expenses, Audubon will reimburse employees for all reasonable business expenses directly connected with Audubon business.
- B. Employees may request that costs for transportation (except taxi and rideshare) and lodging be paid directly to the establishment by Audubon to avoid having the employee use their own personal funds and submitting for reimbursement.
- C. Prior to reimbursement, all expenses require approval by the employee's supervisor.

- D. Employees shall submit reimbursement requests within sixty (60) days of occurrence along with supporting receipts. Shorter submission requirements apply when closing the fiscal year or when reporting deadlines for grant-funded expenses shorter than sixty (60) days. The shorter submission requirements shall be followed to meet grant reporting or fiscal year-end deadlines.
- E. Where this Article and the current policy on Reimbursement of Travel & Entertainment Expenses conflict, this Article shall supersede those conflicting provisions.

Section 2 — Use of Personal Car

Employees who use their personal car for business travel will be reimbursed by Audubon at the IRS allowable rate. Audubon does not reimburse travel costs between home and office, or parking fees at office location, during the employee's normal working days.

Section 3 — Work on Non-Scheduled Days

- A. When required to work on non-scheduled workdays, employees are reimbursed for meals up to \$15 per meal. Receipts are required for reimbursement.
- B. When required to work on non-scheduled workdays, employees are reimbursed for the cost of their regular round-trip commute, taxi service or mileage, tolls, and parking for the use of their personal car.

Section 4 — Late Night Expenses

- A. If an employee is required to commute after 9 p.m. or arrive at work before 6 a.m., they will be reimbursed for taxi or car service expenses to their commutation point or to their home.

- B. The employee's supervisor may authorize, through a written email to the employee, lodging in advance when commuters work past 10 p.m. and are required to work the next morning. The supervisor's email authorizing the employee's lodging expenses shall be included with the employee's expense report.
- C. An employee who is required to work beyond their scheduled shift will be reimbursed up to \$15 for a meal. To be reimbursable, the request must conform to the following:
 - 1. The employee was directed to remain at an Audubon physical location for more than three (3) hours beyond their scheduled shift for the day; and
 - 2. Audubon did not provide a meal or catering for employees.

Section 5 — Travel Expenses

- A. Employees will be reimbursed for the cost of meals while traveling. Employees shall use the following as a guideline when purchasing meals:
 - 1. Breakfast \$15.00
 - 2. Lunch \$25.00
 - 3. Dinner \$50.00
- B. Reimbursable incidentals expenses include:
 - 1. Tips: 20% at restaurants; \$2/bag for portage; and reasonable costs for valet services.
 - 2. Laundry: Reasonable laundry costs for trips in excess of five (5) days, where it would be impractical to transport enough clothing for the duration of the trip. Laundry costs incurred after a trip is complete are not reimbursable.

C. To be reimbursable, lodging expenses incurred must conform to the following:

1. Stay in reasonably priced, safe, and secure lodging convenient to appointments, meetings, or presentation commitments. All lodging invoices must be itemized by day and item.
2. "No-show" charges are not reimbursable unless the employee can demonstrate that the charges resulted from circumstances beyond their control.

D. Luggage Fees

Reimbursement is allowed for one checked personal bag. Additional baggage or overweight fees for Audubon equipment or materials required for business are reimbursable.

Section 6

Audubon may change and update its existing expense reimbursement policies provided that (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

ARTICLE 39

JOB POSTING, JOB TRANSFER, PROMOTIONS, AND RECLASSIFICATION

Section 1 — Job Posting

Notice of vacancies within the bargaining unit shall be posted on Audubon's "Current Job Openings" page for at least seven (7) calendar days. Postings shall include bargaining unit status, job title, pay range, schedule of hours, and sufficient information regarding requirements and duties to adequately describe the vacancy.

Section 2 — Job Transfers

- A. Employees who are without active disciplinary action (disciplinary action does not include counseling memos or verbal counseling), as defined in Article 16 — Discipline and Dismissal, shall be eligible to apply for transfer to other Audubon positions for which they qualify. CWA and Audubon may mutually agree to waive this requirement.
- B. Employees applying for a job transfer shall be interviewed for the vacancy provided they submit a timely application and meet the minimum qualifications for the position. Where skill, experience, and ability are equal, qualified internal applicants shall be given preference before outside applicants.
- C. Where Audubon is deciding between two (2) internal applicants whose qualifications, in Audubon's judgment, are substantially equal, the more senior employee shall be offered the position.

Section 3 — Promotions

- A. A promotion is defined as the upward movement of an employee from one level to a higher a level within one of the six bargaining unit job levels of: (1) Assistant; (2) Senior Assistant; (3) Coordinator/Associate; (4) Senior Coordinator/Senior Associate; (5) Manager; and (6) Senior Manager.
- B. Promotional opportunities within the bargaining unit shall be posted and interested employees shall submit their application to be considered for the job, in accordance with the terms outlined above in Sections 1 and 2.
- C. The successful candidate to a vacancy resulting in the upward movement of an employee from one level to a higher level within one of the six bargaining unit job levels

discussed in Section 3.A above, shall receive a base salary that is either at least ten percent (10%) above their base salary in their former position; the minimum of the new level's pay band; or .80 of the median of the employee's new range, whichever is greater.

Section 4 — Temporary Reassignment

A. Temporary Reassignment

1. A temporary reassignment occurs when an employee is assigned duties that are not part of the employee's job description. Audubon shall assign a temporary bonus when the following conditions are met:
 - a. A supervisor requests and the employee agrees in writing to take on a temporary assignment lasting thirty (30) days or more; and
 - b. The requirements of the assignment (duration and duties) are provided in writing to the employee before beginning the temporary assignment.
2. The temporary bonus discussed in Section 4.A.1 above, shall be paid as follows:
 - a. If the temporary assignment includes duties in a lateral or lower classification, the employee's temporary bonus shall be at least five percent (5%) of the employee's base salary for all such hours worked in the lower/lateral classification.
 - b. If the temporary assignment includes duties in a higher classification, the employee's temporary bonus shall be fifteen percent (15%) of the employee's base salary for all such hours worked in the higher classification.

- B. Employees who are temporarily reassigned will receive their bonus payments on a monthly basis, with tax withholdings being at the same rate as the employee's regular pay.
- C. An employee may decline a temporary reassignment that is outside the scope of the employee's job description.

Section 5 — Permanent Reclassification

Jobs are classified based on the duties and responsibilities assigned and exercised. As duties and responsibilities change, the position may be reclassified. Common examples include:

- Changes in the nature, variety, and difficulty of work.
- Changes in supervision received.
- Changes in supervision exercised.

Work volume and job performance do not justify reclassification. Reclassification requests may result in higher or lateral classification change.

- A. Requests for permanent reclassifications may be initiated by an employee or manager and must be submitted to the department of People and Culture with a written explanation or description of the responsibilities/duties outside of the employee's current job classification currently being performed.
- B. Approved requests for a permanent and higher reclassification will be retroactive to the start of the pay period around when the change in duties and responsibilities occurred, but under no circumstances will the retroactively be for more than six (6) months.
- C. A reclassification that results in a promotion, as defined by Section 3.A., above shall be compensated (including any applicable retroactivity) in accordance with Section 3.C., above.

ADJUSTMENT TO THE WORKFORCE**Section 1 — General Provisions**

- A. Audubon shall determine when temporary or indefinite layoffs shall occur. If, in Audubon's judgement, a layoff is necessary, staffing levels will be reduced in accordance with this Article. Audubon shall determine which classifications within a department(s) will be subject to layoff.
- B. 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 Audubon will not be made in an arbitrary or capricious manner.
- C. Consistent with this Agreement and over the course of the layoff processes provided for throughout this Article, employees may be accompanied by their Union representative to any meetings with management for purposes of discussing their layoff and alternatives to layoff.

Section 2 — Definitions

- A. An indefinite layoff is defined as a separation from employment or a reduction in FTE, where the affected employee receives no date for return to work or no date of restoration to their former FTE rate.
- B. A temporary layoff is one for which Audubon specifies an affected employee's date for return to work or restoration of FTE that is not more than forty-five (45) calendar days after the effective date of temporary layoff.
- C. For purposes of this Article only, seniority is determined by Article 17 — Seniority.

D. A "break in service" is defined as any separation from employment status. Employees returning from layoff status under Preferential Rehire do not experience a break in service and such time in layoff status, waiting for a preferential rehire opportunity, counts toward seniority for purposes of this Article, only.

Section 3

The terms of this Article shall not apply to employees during their probationary period.

Section 4 — Indefinite Layoff

If Audubon determines that an indefinite layoff shall occur, it shall be implemented in accordance with the provisions of this Section.

A. Notice

1. When Audubon identifies the classification(s) within a department(s) and the least senior employees(s) to be affected by an indefinite layoff, it shall provide written notice of the effective date of the layoff to each affected employee of no less than forty-five (45) calendar days advance notice, if feasible.
2. If less than forty-five (45) calendar days' advance notice is given, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given forty-five (45) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in FTE on the amount of time reduced only.
3. Audubon shall provide a copy of the employee(s) layoff notice(s) to CWA one (1) business day before sending the employee their notice. CWA shall keep the notice of layoff confidential until the employee receives their notice.

B. Alternatives to Layoff

1. Over the course of the forty-five (45) days' notice period, Audubon will make efforts to avoid the indefinite layoff or ease its impact by implementing the following alternatives:
 - a. Audubon will invite more senior employees in the affected job title, program, or department the opportunity to voluntarily be selected for layoff in lieu of a less senior employee(s). If more than the necessary number of employees volunteers to be laid off, the layoff will be offered on a seniority basis, up to the number necessary to alleviate the layoff need within such at-risk group.
 - b. Temporary staff, probationary employees, and independent contractors performing bargaining unit work in the same classification(s)/title(s) and department as the employee(s) impacted by the impending layoffs, will be separated under these circumstances prior to the layoff of any unit members.
 - c. Employees impacted by a layoff are eligible to transition to an active and vacant bargaining unit position provided they are qualified for the new role. The impacted employee(s) will be given an interview and, following a successful interview (as determined by Audubon, in good faith and after due consideration of the candidates' qualifications and interview), given priority placement for the role over any external candidates and any other internal candidates. If two or more laid-off employees are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified laid-off employees.

2. For employees who transition to an active and vacant role in accordance with Section 4.B.1.c, Audubon shall have ninety (90) calendar days in which to revert the employee's employment to a layoff. Under such circumstances, the employee is not eligible for preferential rehire, but may collect severance if eligible.
3. For purposes of this Article only, an employee who is not given a job offer will be provided with the reasons why they were not selected for the job.
4. For purposes of this Article only, an employee to whom a job offer has been made has one (1) business day to accept the job offer after which it will be considered rejected. Audubon will proceed to offer the position to the next laid-off, interested candidate in seniority order and in accordance with the terms of this Article.

Section 5 — Temporary Layoff

If Audubon determines that a temporary layoff or temporary reduction in time of forty-five (45) calendar days or less shall occur, it shall be implemented in accordance with the provisions of this Section.

A. Notice

1. When Audubon identifies the employees to be affected by a temporary layoff, it shall provide individual written notice of the effective date of the layoff to each affected employee of no less than ten (10) calendar days advance notice, if feasible.
2. If less than ten (10) calendar days' advance notice is provided, the affected employee(s) shall receive pay in lieu of notice for each additional day the employee(s) would have been on pay status had the employee(s) been given ten (10) calendar days' notice. Pay in lieu of notice is provided for temporary reductions in FTE on the amount of time reduced only.

3. If the ending date of the temporary layoff is revised and the total duration of the temporary layoff remains less than forty-five (45) calendar days, Audubon shall give the affected employee such advance written notice as is practicable. The employee shall make every reasonable attempt to return to work on the date provided in the revised written notice and will notify Audubon if unable to do so. In such event, Audubon and the employee shall attempt to establish a mutually agreeable return date.
4. Audubon shall provide a copy of the employee(s) layoff notice(s) to CWA one (1) business day before sending the employee(s) notice. CWA shall keep the notice of layoff confidential until the employee receives their notice.

B. Alternatives to Layoff

During the course of the ten (10) days' notice period, Audubon will make efforts to avoid the temporary layoff or ease its impact by implementing the following alternatives:

1. Temporary staff and independent contractors performing bargaining unit **work** in the same classification(s)/title(s) and department(s) as the employee(s) impacted by the impending temporary layoffs will be called off under these circumstances prior to the temporary layoff of any unit members.
2. Temporarily reassigning the affected employee(s) to an alternative and available assignment for which the employee is qualified within the bargaining unit. In the event that two or more temporarily laid-off employees are qualified to fill the alternative and available assignment, the assignment shall be offered first to the most senior of the qualified temporarily laid-off employees.
3. Where feasible, Audubon will invite more senior employees in the affected job title, program, or department the opportunity to voluntarily be selected

for temporary layoff in lieu of a less senior employee(s). If more than the necessary number of employees volunteer to be laid off, the layoff will be offered on a seniority basis, up to the number necessary to alleviate the temporary layoff need within such at-risk group.

4. Employees temporarily laid off may use accrued and available vacation, personal days, floating holidays, and compensatory time to cover any portion or all of the period while on temporary layoff.
5. If applicable, during an employee's temporary layoff period, Audubon shall maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, Audubon will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month. If the employee's premium is more than forty-five (45) days late, the applicable coverage may cease without further notice.

Section 6 — Preferential Rehire and Severance

Unless otherwise provided for in this Agreement, full-time employees who are indefinitely laid off shall have rights to both Preferential Rehire Rights and Severance.

A. Preferential Rehire

Eligible employees have rights to an active, vacant, permanent position at Audubon, for which they are qualified, in accordance with the provisions of this Section 6. At the time of layoff, employees with preferential rehire rights shall be provided with information on where to

search for open positions at Audubon and the process for self-identifying eligibility for preferential rehire.

1. Full-time employees who are indefinitely laid off are rehired provided:
 - a. The active vacant permanent position is in one of the twelve (12) CWA-represented bargaining units (National, Alaska, California, CT & NY, Great Lakes, Mid-Atlantic, Minnesota, North Carolina, Nebraska, Southwest, Vermont, and Washington);
 - b. The eligible employee filed a timely application for the position, and in accordance with the process and procedures determined by Audubon, self-identified that they are eligible for preferential rehire; and
 - c. The employee had a successful interview (as determined by Audubon, in good faith and after due consideration of the candidates' qualifications and interview).
2. If two or more indefinitely laid-off employees are qualified to fill the active, vacant permanent position, the position shall be offered first to the most senior of the qualified laid off employees.
3. An employee who is indefinitely laid off shall have preferential rehire status for nine (9) months following the effective date of their layoff, unless otherwise provided in this Agreement.
4. Employees preferentially rehired shall be reinstated with their seniority intact and the period on layoff status shall count toward that seniority.
5. Employees preferentially rehired into a different classification from which they were last laid off from shall be subject to an initial ninety (90)-day trial period, which may be extended by an additional ninety (90)

days subject to the mutual agreement of the Union and Audubon.

B. Severance

1. Eligible employees shall be paid a lump sum as follows:
 - a. Two weeks of severance pay for every full year worked, up to a maximum of twenty (20) weeks' worth of severance pay;
 - b. Severance payments shall be calculated based on the employee's base rate of pay and prorated by current FTE; and
 - c. The amount of severance pay owed to an employee is calculated by determining the amount of time between the employee's most recent seniority date and when the employee is laid off.
 - d. Severance payments shall be paid in installments aligned with Audubon's payroll schedule and consistent with the number of weeks the severance is intended to cover.
 - e. An employee who is rehired while receiving severance payments shall not be required to pay back any severance payments already issued, but further payments shall cease if the employee's rehire date, as determined by Audubon, occurs before the entirety of the severance is paid.

C. Limitations

This Section 6 governing Preferential Rehire and Severance does not apply to employees whose employment with Audubon is designated as "funding contingent" in their most recent offer letter, and are therefore ineligible for benefits under this Section 6.

Section 7

For laid-off, full-time employees, Audubon shall continue to pay the employer's share of health premiums toward COBRA on the condition that the employee continues to submit their share of health care premiums as required and if applicable. This arrangement shall continue through the last day of the last month that the employee's severance payment was intended to cover.

ARTICLE 41

BARGAINING UNIT WORK AND USE OF AUDUBON TEMPS, SUB-CONTRACTORS, AND CONTRACTORS

Section 1

Audubon will not contract out services that result in the layoff of bargaining unit employees.

Section 2 — Notice

- A. When Audubon engages Audubon temps, contractors, or sub-contractors ("temp(s)/sub-/contractor(s)") to perform what is typically bargaining unit work, Audubon shall issue notice to CWA within two (2) weeks of the start of the temp(s)/sub-/contractor(s) performance of bargaining unit work.
- B. The above-referenced notice shall include:
 - 1. Scope of bargaining unit work the temp(s)/sub-/contractor(s) is engaged in; and
 - 2. The duration of the assignment.

ARTICLE 42

SEVERABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations, and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state, or local laws or regulations, such terms or provisions shall continue in effect only to the extent permitted by such laws or regulations, without affecting or impairing any other terms or provisions of this Agreement. In the event of such a holding, Audubon and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision, with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of Audubon as an employer, Audubon will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties.

ARTICLE 43

DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 a.m. on September 23, 2024, and shall terminate at 11:59 p.m. on October 31, 2027.

ENTIRE AGREEMENT**Section 1 — General Conditions**

The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations that touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter that would constitute a mandatory subject of bargaining.

In view of that history of bargaining, the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire, and existing agreement between them.

Section 2 — Notice Requirements

- A. Audubon and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement.
- B. Notwithstanding Section 2.A immediately above, Audubon will issue to CWA a minimum of twenty (20) calendar days' advance notice of any changes to Audubon policies that materially impact bargaining unit staff and are not otherwise covered by this Agreement. During this notice period, the parties may meet to discuss the change(s). Following the conclusion of the twenty (20) calendar days' notice period,

Audubon, at its sole discretion, may choose to move forward with the changes originally provided in the notice to the Union; continue discussions; incorporate the Union's feedback; or move forward with any combined permutation of the aforementioned options.

Section 3 — Changes to this Collective Bargaining Agreement

Amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining.

Section 4

Neither Audubon nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have including, but not limited to, decision and effects bargaining, when such bargaining is required under applicable law.

APPENDIX A

MARKET AND PERFORMANCE ADJUSTMENTS (UNPUBLISHED)

APPENDIX B

2024 HEALTH BENEFITS

National Audubon Society - 2024 Employer / Employee Contribution Splits - WITH WELLNESS CREDITS

Union Employees

Union Employees	Monthly Premiums	PDB Plan			
		Monthly Split		Non-Monthly Split	
		Employee	Employer	Employee	Employer
June thru \$10,000	\$815.58	\$41.76	\$779.82	\$48.08	\$365.51
Employee only	\$1,458.58	\$140.00	\$1,309.58	\$74.50	\$604.55
Employee + children	\$1,582.57	\$162.78	\$1,419.79	\$85.80	\$709.60
Employee + spouse	\$2,144.78	\$269.40	\$1,875.38	\$134.70	\$1,524.00
Employee + family					
\$10,000 - \$15,000	\$815.58	\$150.44	\$765.14	\$75.42	\$700.57
Employee only	\$1,458.58	\$405.36	\$1,053.24	\$132.79	\$916.27
Employee + children	\$1,582.57	\$460.52	\$1,122.05	\$146.70	\$1,004.81
Employee + spouse	\$2,144.78	\$640.52	\$1,504.26	\$203.71	\$1,300.58
Employee + family					
\$15,000 - \$20,000	\$815.58	\$222.52	\$593.06	\$111.20	\$174.53
Employee only	\$1,458.58	\$388.20	\$1,070.38	\$152.95	\$125.95
Employee + children	\$1,582.57	\$443.54	\$1,139.03	\$167.52	\$140.52
Employee + spouse	\$2,144.78	\$623.42	\$1,521.36	\$216.71	\$194.68
Employee + family					
\$20,000 - \$25,000	\$815.58	\$278.78	\$536.80	\$110.20	\$186.40
Employee only	\$1,458.58	\$417.66	\$1,040.92	\$160.43	\$152.62
Employee + children	\$1,582.57	\$473.00	\$1,109.57	\$175.03	\$168.04
Employee + spouse	\$2,144.78	\$652.92	\$1,491.86	\$224.40	\$207.33
Employee + family					
\$25,000 and over	\$815.58	\$262.58	\$553.00	\$125.79	\$204.00
Employee only	\$1,458.58	\$438.46	\$1,020.12	\$167.24	\$185.81
Employee + children	\$1,582.57	\$493.80	\$1,088.77	\$181.55	\$203.20
Employee + spouse	\$2,144.78	\$673.70	\$1,471.08	\$230.20	\$216.54
Employee + family					

Union Employees	Monthly Premiums	HSA-Care Plan			
		Monthly Split		Non-Monthly Split	
		Employee	Employer	Employee	Employer
June thru \$10,000	\$624.57	\$46.72	\$577.85	\$45.70	\$489.53
Employee only	\$1,085.59	\$80.58	\$1,005.01	\$46.20	\$488.51
Employee + children	\$1,159.58	\$86.40	\$1,073.18	\$48.21	\$518.72
Employee + spouse	\$1,621.78	\$129.00	\$1,502.78	\$63.30	\$695.58
Employee + family					
\$10,000 - \$15,000	\$624.57	\$50.16	\$574.41	\$48.07	\$487.22
Employee only	\$1,085.59	\$90.24	\$995.35	\$45.70	\$485.41
Employee + children	\$1,159.58	\$96.06	\$1,063.52	\$48.04	\$485.81
Employee + spouse	\$1,621.78	\$138.66	\$1,483.12	\$63.30	\$672.53
Employee + family					
\$15,000 - \$20,000	\$624.57	\$103.44	\$521.13	\$47.72	\$296.57
Employee only	\$1,085.59	\$138.20	\$947.39	\$45.70	\$483.58
Employee + children	\$1,159.58	\$144.02	\$1,015.56	\$48.00	\$483.23
Employee + spouse	\$1,621.78	\$203.64	\$1,418.14	\$63.30	\$570.13
Employee + family					
\$20,000 - \$25,000	\$624.57	\$147.00	\$477.57	\$72.01	\$270.86
Employee only	\$1,085.59	\$186.86	\$898.73	\$127.57	\$485.00
Employee + children	\$1,159.58	\$192.68	\$966.90	\$133.40	\$485.49
Employee + spouse	\$1,621.78	\$272.52	\$1,349.26	\$160.28	\$562.58
Employee + family					
\$25,000 and over	\$624.57	\$161.20	\$463.37	\$86.01	\$225.54
Employee only	\$1,085.59	\$201.24	\$884.35	\$148.42	\$295.57
Employee + children	\$1,159.58	\$207.06	\$952.52	\$154.25	\$294.22
Employee + spouse	\$1,621.78	\$286.90	\$1,334.88	\$181.73	\$381.22
Employee + family					

Union Employees	Monthly Premiums	HSA-Youth Plan			
		Monthly Split		Non-Monthly Split	
		Employee	Employer	Employee	Employer
June thru \$10,000	\$668.27	\$2.00	\$666.27	\$1.00	\$123.54
Employee only	\$1,144.23	\$2.00	\$1,142.23	\$1.20	\$175.87
Employee + children	\$1,242.23	\$4.00	\$1,238.23	\$2.58	\$188.79
Employee + spouse	\$1,674.00	\$8.00	\$1,666.00	\$5.00	\$219.73
Employee + family					
\$10,000 - \$15,000	\$668.27	\$2.76	\$665.51	\$1.25	\$132.79
Employee only	\$1,144.23	\$15.76	\$1,128.47	\$1.00	\$162.24
Employee + children	\$1,242.23	\$32.48	\$1,209.75	\$1.72	\$189.60
Employee + spouse	\$1,674.00	\$49.50	\$1,624.50	\$2.50	\$216.31
Employee + family					
\$15,000 - \$20,000	\$668.27	\$72.42	\$595.85	\$6.71	\$127.43
Employee only	\$1,144.23	\$17.44	\$1,126.79	\$10.00	\$155.30
Employee + children	\$1,242.23	\$34.58	\$1,207.65	\$2.47	\$183.43
Employee + spouse	\$1,674.00	\$51.72	\$1,622.28	\$3.47	\$210.43
Employee + family					
\$20,000 - \$25,000	\$668.27	\$115.88	\$552.39	\$7.32	\$129.22
Employee only	\$1,144.23	\$47.84	\$1,096.39	\$10.00	\$145.20
Employee + children	\$1,242.23	\$64.98	\$1,177.25	\$2.54	\$172.48
Employee + spouse	\$1,674.00	\$82.12	\$1,591.88	\$3.00	\$184.50
Employee + family					
\$25,000 and over	\$668.27	\$153.54	\$514.73	\$9.73	\$124.37
Employee only	\$1,144.23	\$67.84	\$1,076.39	\$12.50	\$146.20
Employee + children	\$1,242.23	\$84.98	\$1,157.25	\$2.54	\$173.48
Employee + spouse	\$1,674.00	\$102.12	\$1,571.88	\$3.00	\$185.50
Employee + family					

Union Employees	Monthly Premiums	Employer (EAP) Plan			
		Monthly Split		Non-Monthly Split	
		Employee	Employer	Employee	Employer
June thru \$10,000	\$1,015.01	\$94.20	\$920.81	\$48.75	\$414.82
Employee only	\$1,583.40	\$176.52	\$1,406.88	\$88.25	\$376.48
Employee + children	\$1,722.37	\$194.00	\$1,528.37	\$91.00	\$394.75
Employee + spouse	\$2,284.58	\$273.54	\$2,011.04	\$133.50	\$470.33
Employee + family					
\$10,000 - \$15,000	\$1,015.01	\$178.20	\$836.81	\$65.50	\$373.95
Employee only	\$1,583.40	\$200.58	\$1,382.82	\$107.20	\$363.45
Employee + children	\$1,722.37	\$218.06	\$1,504.31	\$112.03	\$389.86
Employee + spouse	\$2,284.58	\$297.52	\$1,987.07	\$139.36	\$450.14
Employee + family					
\$15,000 - \$20,000	\$1,015.01	\$262.38	\$752.63	\$113.79	\$231.20
Employee only	\$1,583.40	\$247.50	\$1,335.90	\$123.75	\$354.30
Employee + children	\$1,722.37	\$264.98	\$1,457.39	\$128.52	\$361.27
Employee + spouse	\$2,284.58	\$344.34	\$1,940.24	\$156.27	\$419.23
Employee + family					
\$20,000 - \$25,000	\$1,015.01	\$312.00	\$703.01	\$136.98	\$204.91
Employee only	\$1,583.40	\$297.00	\$1,286.40	\$146.20	\$334.30
Employee + children	\$1,722.37	\$314.58	\$1,407.79	\$151.00	\$341.20
Employee + spouse	\$2,284.58	\$393.42	\$1,891.16	\$178.42	\$400.80
Employee + family					

Calendar YEAR	Audubon HSA CONTRIBUTION per year and Coverage Category			
	Employee only	Employee + spouse/domestic partner	Employee + Child(ren)	Family
2024	\$750	\$1,500	\$1,500	\$1,500
████	████	████	████	████
████	████	████	████	████

Your Employees' One-Stop for Health Care Advocacy and Year-Round Benefits Assistance



Personal Assistance

- Find a doctor or specialist
- Coordinate referral or pre-authorization
- Arrange second opinion



Benefits Education

- Review your specific needs and situation and discuss what options you have
- Discuss your health plan options, including HSA, HRA, and FSA
- Open enrollment support (w/ VE)



Prescriptions

- Connect to brand-name generics
- Plan education and limitations
- Set up mail order fill
- Obtain authorization for specialty drugs



Clinical Advocacy

- Provide a comprehensive review of diagnosis & treatment plans
- Explain what to expect before, during, and after procedures
- Research cost based on results of health care assessments



Billing and Claims

- Research billing issues
- Coordinate with carriers and providers
- Conduct reviews regarding balance bills



Appeals

- Review the request and explain outcomes
- Write the appeal letter and track the appeal process



Health Cost Transparency

- Personalized procedural and unit quality scores
- Explain employees out of pocket costs



National Audubon Society - Cigna Dental Plan

Semi-Monthly Dental Plan Contribution Comparison												
Semi-Monthly Rates (24 per year)	High Plan					Low Plan						
	Enrollment		Employee Rates			Enrollment		Employee Rates				
	Current	Assumed	2023	2024	\$ Change	% Change	Current	Assumed	2023	2024	\$ Change	% Change
Proposed Alternative												
Employee only	87	128	\$26	\$22	-\$4	-17%	207	195	\$10	\$12	-\$4	-23%
Employee + child(ren)	18	22	\$67	\$56	-\$11	-17%	22	18	\$43	\$32	-\$11	-25%
Employee + spouse	32	41	\$52	\$43	-\$9	-17%	44	35	\$31	\$23	-\$8	-26%
Employee + family	25	36	\$93	\$77	-\$16	-17%	55	44	\$56	\$43	-\$14	-25%
Net Cost Summary*												
	Total Premium	Employee Cost	Net Cost									
Current	\$366,168	\$366,168	\$0									
Proposed Alternative	\$425,518	\$329,826	\$85,692									
\$ Change	\$59,350	-\$46,342	\$85,692									
% Change	8.6%	-12.5%										

*Illustrated costs for the proposed alternative reflect shifts in enrollment due to the reduced employee contribution rates.
 Current low plan participants who will move to high plan: 20%
 Current members who will enroll in low plan / single: 20%

	Vision				
	Monthly Premium	Monthly Split		Semi-Monthly Split	
		Employee	Audubon	Employee	Audubon
Vision Buy-Up Plan					
Employee only	\$11.99	\$10.00	\$1.99	\$5.00	\$1.00
Employee + child(ren)	\$19.59	\$16.34	\$3.25	\$8.17	\$1.63
Employee + spouse	\$19.19	\$16.00	\$3.19	\$8.00	\$1.60
Employee + family	\$31.58	\$26.32	\$5.26	\$13.16	\$2.63
Vision Base Plan					
Employee only	\$7.97	\$5.98	\$1.99	\$2.99	\$1.00
Employee + child(ren)	\$13.03	\$9.78	\$3.25	\$4.89	\$1.63
Employee + spouse	\$12.77	\$9.58	\$3.19	\$4.79	\$1.60
Employee + family	\$21.03	\$15.78	\$5.25	\$7.89	\$2.63

APPENDIX C

HEALTH AND SAFETY

GREAT LAKES

Community Engagement Coordinator
 Program Associate, Wild Indigo
 Wild Indigo Coordinator
 Conservation Manager
 Senior Manager, Wetland Conservation

CONNECTICUT AND NEW YORK

Land Steward
 Coastal Resilience Associate
 Coast Program Manager
 Forest Program Associate
 Land & Facilities Manager
 Grounds and Facilities Manager
 Senior Coordinator, Bird-Friendly Communities
 Land Manager
 Program Coordinator
 Sanctuary Manager

CALIFORNIA

Maintenance Assistant (P)
Invasive Weed & Maintenance Technician
Biologist
Senior Coordinator, Community Science
Senior Coordinator, Working Lands
Senior Program Coordinator, Salton Sea
Field Supervisor
Field Assistant
Senior Ranch Coordinator
Sanctuary Manager

NEBRASKA

Education Manager
Senior Associate, Conservation
Senior Coordinator, Center Operations
Senior Coordinator, Outreach
Education Coordinator
Sr. Coordinator, Habitat Management
On Site Caretaker
Avian Biologist
Range Ecologist

SOUTHWEST

Facilities Assistant
Avian Biologist
Conservation Program Manager
Community Science Program Manager
Program Operations Manager
Senior Coordinator, Conservation Education
Forest Program Associate, Audubon Mid-Atlantic
Delaware River Watershed Conservation Coordinator
Volunteer & Engagement Manager
Avian Biologist, Coastal

Senior Coordinator, Bird-Friendly Communities
Program Manager (Ne)
Senior Coordinator, Community Programs

ALASKA

Communications Manager

UPPER MISSISSIPPI RIVER

Project Manager, Prairie
Forest Ecologist
Grassland Ecologist
Education Coordinator (Ft)
Educator (Ne)

NORTH CAROLINA

Coastal Biological Technician
Project Manager, Forests
Senior Program Manager, Coastal Resilience
Educator (Ne/Pt)

WASHINGTON

Manager, Public Programs

DIGITAL MEMBER CARD

Membership and Dues Authorization Form

Please complete all required (*) sections of this e-card to receive an email receipt of your submission within 24 hours. You'll be able to make changes via email if something was entered by mistake.

LAST Name, *

FIRST Name *

Middle Initial

Legal LAST Name (if different),

Legal FIRST Name (if different)

Personal Cell Phone

Cell phone opt-in

Periodic Msgs, Reply STOP to quit & HELP for info; Msg & Data Rates May Apply, [See Terms & Conditions](#)

- I want to receive updates and news from CWA via cell (text & voice).

Home Phone

Home Address Line 1 *

Home Address Line 2

Home City *

Home State *

 

Home Zip *

Personal Email *

Employer *

 

Job Title *

Employee ID *

Contact your committee or CWA staff if you need help finding this information.

Date of Hire *

(mm/dd/yyyy)

 

Birthdate *

(mm/dd/yyyy)



Pronouns (check all that apply)

- She/Her
- He/Him
- They/Them
- Other - Write In

Work Location *

- In Office
- Remote
- Hybrid

Work Address Line 1 *

Work Address Line 2

Work City *

Work State *

Work Zip *

Work Email

Work Phone

Membership

I hereby request and accept membership in the Communications Workers of America (CWA) and when accepted by the Local, agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local to which I am assigned.

By this application, I authorize the Union to act as my exclusive bargaining representative for the purpose of collective bargaining with respect to wages, salaries, hours, and other terms and conditions of employment. *

- Yes!**
- No**, I don't accept membership in CWA. I understand that I won't get to vote on contracts or local union officers.

Signature *

This electronic signature is equivalent to a hand-written signature and confirms the choices above.

Sign name using mouse or touch pad

Signature of

Fee Authorization

I hereby authorize my Employer to deduct in each regular payroll from my salary/wages my Union's current fee amount and any duly authorized fee increase, in accordance with the terms of the collective bargaining agreement between my Union and my Employer. My Union is further authorized to make any necessary changes and adjustments in said deductions as may be necessary from time to time because of duly authorized changes in the amount of such fees. I further understand that if I wish to revoke this authorization, I must do so in writing to my Employer and the Union. *

- Yes**, I authorize union fees to be deducted from my wages even though I declined membership.
- No**, I don't authorize union fees to be deducted from my wages.

Signature *

This electronic signature is equivalent to a hand-written signature and confirms the choices above.

Sign name using mouse or touch pad

Signature of

By clicking "Submit":

- **I affirm that I am an employee employed by the Employer selected above;**
- **I authorize my Employer to deduct from my salary an amount equal to regular monthly fees;**
- **This authorization shall remain in effect unless I cancel in writing.**

Submit

DIGITAL AGENCY FEE

Membership and Dues Authorization Form

Please complete all required (*) sections of this e-card to receive an email receipt of your submission within 24 hours. You'll be able to make changes via email if something was entered by mistake.

LAST Name, *

FIRST Name *

Middle Initial

Legal **LAST** Name (if different),

Legal **FIRST** Name (if different)

Personal Cell Phone

Cell phone opt-in

Periodic Msgs, Reply STOP to quit & HELP for info; Msg & Data Rates May Apply, [See Terms & Conditions](#)

- I want to receive updates and news from CWA via cell (text & voice).

Home Phone

Home Address Line 1 *

Home Address Line 2

Home City *

Home State *

 

Home Zip *

Personal Email *

Employer *

 

Job Title *

Employee ID *

Contact your committee or CWA staff if you need help finding this information.

Date of Hire *

(mm/dd/yyyy)



Birthdate *

(mm/dd/yyyy)



Pronouns (check all that apply)

She/Her

He/Him

They/Them

Other - Write In

Work Location *

In Office

Remote

Hybrid

Work Address Line 1 *

Work Address Line 2

Work City *

Work State *



Work Zip *

Work Email

Work Phone

Membership

I hereby request and accept membership in the Communications Workers of America (CWA) and when accepted by the Local, agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local to which I am assigned.

By this application, I authorize the Union to act as my exclusive bargaining representative for the purpose of collective bargaining with respect to wages, salaries, hours, and other terms and conditions of employment. *

- Yes!
- No, I don't accept membership in CWA. I understand that I won't get to vote on contracts or local union officers.

Signature *

This electronic signature is equivalent to a hand-written signature and confirms the choices above.

Clear

Sign name using mouse or touch pad

Signature of

Fee Authorization

I hereby authorize my Employer to deduct in each regular payroll from my salary/wages my Union's current fee amount and any duly authorized fee increase, in accordance with the terms of the collective bargaining agreement between my Union and my Employer. My Union is further authorized to make any necessary changes and adjustments in said deductions as may be necessary from time to time because of duly authorized changes in the amount of such fees. I further understand that if I wish to revoke this authorization, I must do so in writing to my Employer and the Union. *

- Yes**, I authorize union fees to be deducted from my wages even though I declined membership.
- No**, I don't authorize union fees to be deducted from my wages.

Signature *

This electronic signature is equivalent to a hand-written signature and confirms the choices above.

Clear

Sign name using mouse or touch pad

Signature of

By clicking "Submit":

- **I affirm that I am an employee employed by the Employer selected above;**
- **I authorize my Employer to deduct from my salary an amount equal to regular monthly fees;**
- **This authorization shall remain in effect unless I cancel in writing.**

Submit

APPENDIX F

CWA COPE-PAC

JOIN THE FIGHT

**SIGN UP FOR THE CWA
POLITICAL ACTION FUND**

CWA members across the country are stepping up to fight for our fair share and build an economy that works for everyone.

CWA PAF is your chance to ensure your voice is heard at all levels of government and support CWA members and other pro-worker candidates running for office.

WHAT IS THE POLITICAL ACTION FUND?

The CWA Political Action Fund (PAF) is a non-partisan political action committee that fights for workers' political power.

[CWA.org](https://www.cwa.org) [@CWAUnion](https://www.instagram.com/CWAUnion) [f/CWAUnion](https://www.facebook.com/CWAUnion) [t/CWAUnion](https://www.twitter.com/CWAUnion)

CWA

Together, we will fight to:

- **Protect jobs** in our communities and end incentives to offshore work.
- **Strengthen workers' rights** by defeating right-to-work (or less) laws and passing legislation that empowers workers organizing their workplaces.
- **Advocate for a fair tax code**, ensuring the super wealthy and corporations pay their fair share.
- **Strengthen our democracy** to ensure everyone has equal access to voting and corporations can no longer buy elections.
- **Ensure new trade deals are solid**, with strong labor standards and enforcement, environmental safeguards, and protection against drug company monopolies.

CWA Political Action Fund is how we win!

- Ten states passed laws to stop corporations from sending call center jobs overseas.
- The U.S. House passed the Protecting the Right to Organize (PRO) Act to strengthen workers' right to organize and bargain and impose real penalties on companies that break the law.
- We defeated so-called "right-to-work" legislation in Missouri and Michigan.
- We utilized political support to help win strikes at Verizon, AT&T Southeast, and elsewhere.
- We led an international coalition to successfully defeat the anti-worker TPP supported by multinational corporations.
- Enabled Medicare to negotiate the prices of prescription drugs, saving seniors an average of \$800 per year.

Every dollar you give to CWA PAF is put to work building political power for you.

Sign me up for CWA PAF at (check one):

- \$20 per pay period
- \$15 per pay period
- \$10 per pay period
- \$5 per pay period.
- I currently contribute and would like to increase my amount by \$ _____ per pay period.
- Other: _____ per pay period

I authorize my local union to determine how much I am currently contributing and fill in the new total amount to go to my payroll clerk above.

The amounts suggested above are merely guidelines, and CWA will not lower or disallow any amount because of the amount of my contribution or my decision not to contribute.



Employee Name (Please Print Clearly) _____ Social Security Number, Last 4 Digits _____

Home Address _____

City _____ State _____ Zip Code _____

Personal Email (Do Not Use Work Email) _____

Mobile Phone Number _____ Home Phone Number _____

Name of Employer _____ Payroll / Employee Number _____

Job Title _____ CWA Local Number _____

Signature _____ Date _____

Payroll Authorization Card - CWA PAF Political Contributions Committee Card Collected By _____

“HYBRID” RETURN TO THE WORKPLACE

Section 1 — Hybrid Work Arrangements

Subject to Section 4 of this Article, Audubon shall continue its current hybrid work arrangement for employees classified as “hybrid.”

Section 2 — Minimum On-Site Requirements & Related Travel Reimbursement

- a. Employees classified as hybrid may be required to physically report to work up to three (3) times per month.
- b. Employees designated as hybrid will not be reimbursed for travel expenses associated with minimum on-site requirements to their assigned worksite.

Section 3 — Furniture and Supplies for “Hybrid” Employees

Employees designated as hybrid should work with the departmental supervisor to discuss their furniture and supply needs. All requests shall be considered in good faith.

Section 4 — Sunset

- a. Notice
 - (i) Following a minimum of fifteen (15) days’ written notice to CWA, Audubon may sunset this Side Letter not sooner than one (1) year following ratification of the Collective Bargaining Agreement.
 - (ii) Audubon’s notice to sunset this Side Letter shall also include the proposed work arrangement that would replace the one permitted under this Side Letter for employees currently designated as hybrid employees.

b. Negotiation

- (i) If the Union notifies Audubon of a desire to meet within fifteen (15) calendar days of its receipt of Audubon's notice, the parties will then meet to review the proposed work arrangement change. The parties shall negotiate for a period of no more than forty-five (45) calendar days from the date such negotiations commenced. If the parties cannot reach agreement, Audubon shall be free to implement its last offer.
- (ii) During the period of negotiation discussed in Section 4.B.1. immediately above, CWA may request that any employee designated as "hybrid" be designated for layoff. Such requests shall be conducted and handled as follows:
 - 1. By no later than the thirtieth (30th) day of the negotiations described above in Section 4.B.1. CWA shall submit to Audubon a final list of "hybrid" employees to be slated for layoff.
 - 2. The effective dates for the layoffs described above shall be negotiated between the parties, but in no event shall the effective date of the layoff extend beyond the thirtieth (30th) calendar day following Audubon's receipt of the final list of "hybrid" employees to be slated for layoff.
 - 3. "Hybrid" employees who are eligible for severance in accordance with this Agreement shall receive their severance payment(s) consistent with Article 40 – Adjustment to the Workforce, but shall be ineligible for preferential rehire.

SIDE LETTER

SIGNING BONUS

Section 1

In accordance with the terms of this Side Letter, eligible employees shall receive a one-time, non-base building lump sum of \$1,200, prorated by FTE in accordance with Section 2 below and in settlement of the disputes as specified below.

Section 2

For purposes of this side letter only, a regular schedule of 35 (thirty-five) hours or more per week constitutes a “full-time” schedule. Employees whose regular schedule is less than 35 hours per week will have their lump sum prorated by dividing their regularly scheduled hours by 35, then multiply that figure by the full lump sum amount above to determine their share of the \$1,200. Actual rates may vary due to rounding.

Section 3 — Eligibility

To be eligible for the lump sum discussed immediately above, the employee must meet all the following criteria:

- a. The employee is in a CWA-represented classification on the date of ratification; and
- b. The employee is in a CWA-represented classification on the date the signing bonus is paid.

Section 4

Audubon will pay the signing bonus discussed immediately above after the following:

- a. The Union will solicit and obtain withdrawal of NLRB charges:
 - 2-CA-318953;
 - 2-CA-309895;

- 2-CA-307621; and
- 2-CA-291620

Hereinafter referred to as "Charges."

- Audubon will pay out the bonus no later than 45 (forty-five) calendar days after the union notifies Audubon of ratification and the NLRB provides written confirmation of the withdrawal of the Charges in writing.
- Legally required deductions, including union dues, will be made against the lump sum issued pursuant to Section 1., above.

Section 5

On each subsequent annual anniversary date (2025, 2026, and 2027, only) following the initial ratification of this Agreement, until the expiration of this CBA, Audubon shall issue within 30 days of each anniversary date, a lump sum of \$750, prorated by FTE, in accordance with Section 6 below and the eligibility criteria outlined below.

Section 6

For purposes of this side letter only, a regular schedule of 35 (thirty-five) hours or more per week constitutes a "full-time" schedule. Employees whose regular schedule is less than 35 hours per week will have their lump sum prorated by dividing their regular scheduled hours by 35, then multiply that figure by the full lump sum amount above to determine their share of the \$750. Actual rates may vary due to rounding.

Section 7 — Eligibility

To be eligible for the \$750 lump sum discussed immediately above, the employee must meet all the following criteria for each anniversary date:

- the employee is in a CWA-represented classification on the anniversary date for the calendar year in which the \$750 is being paid; and

- b. the employee is in a CWA-represented classification on the date the \$750 bonus is paid (not effective date).

Section 8

Legally required deductions, including union dues, will be made against the lump sums issued pursuant to Section 4., above.

SIDE LETTER

HOURS OF WORK

In addition to the meetings prescribed in Article 25 — Labor-Management Relationship and consistent with the terms outlined in that article governing the number of participants on each side, release time, and scheduling requirements; following the union’s request, the parties shall meet an additional three (3) times in the months of: May 2025, September 2025, and November 2025 for the sole purpose of discussing the hours of work of exempt staff.

Discussions and decisions of the LMC on the topic of exempt staff’s working hours shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement, unless mutually agreed by CWA and Audubon, in writing; nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

SIDE LETTER

CASH BALANCE

- A. With Audubon exercising all necessary due diligence and subject to PBGC and IRS approval, amend the National Audubon Society Cash Balance Pension Plan (“Plan”) to give all participants the opportunity to make a one-time decision to either (i) receive their Plan benefits determined

by a date within a year and a half of ratification, as a single lump sum or as an immediate annuity or (ii) have the Plan purchase a deferred annuity for the participants with a state-regulated insurance company under which the employee can later decide to take his or her Plan benefit either as a lump sum or as an annuity.

B. Effective no later than 30 days following ratification of the CBA, employees with a Cash Balance will receive a one-time, non-base building, lump sum in accordance with the following formula:

1. Employees with a Cash Balances equal to or less than \$1,500 on the date of ratification shall receive a sum equal to 100% of the employee's cash balance.
2. Employees with a Cash Balance equal to or greater than \$1,500.01 shall receive a sum that is the greater of \$1,500 or 20% of the employee's cash balance as of the date of ratification, up to a maximum of \$5,000.

To be eligible for the lump sum discussed above, the employee eligible for a lump sum payment must be in the bargaining unit on the date of ratification.



CWA1180.ORG

6 Harrison St., 4th Floor
New York, NY 10013