

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CWA Local 1180
&



NOVEMBER 8, 2023 — JUNE 30, 2028

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PARTIES TO THE AGREEMENT

This Agreement is made and entered into this November 8 of 2023 by and between **HUMAN RIGHTS WATCH, INC.**, hereinafter referred to as "Employer" or "HRW" and **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, on behalf of itself and its **LOCAL 1180**, hereinafter referred to as the "Union".

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative of the employees in the following unit (“employees”):

All full-time and regular part-time coordinators, administrators, associates, assistants, the mailroom manager (350 Fifth Avenue or successor address within the City of New York), and receptionists regularly employed by the employer at its offices New York, Washington, D.C., Los Angeles, San Francisco, Chicago and such other offices in the United States as the Employer may open during the term of this agreement.

EXCLUDED: All other employees, directors, managers, researchers, advocates, confidential employees, consultants, casual employees, seasonal employees, interns, volunteers, work-study students, temporary employees for special projects and vacancies with continuous employment lasting no more than a quarter, as well as guards, professional employees, and supervisors as defined in the Act.

Section 2. “Regular part-time employees” for the purposes of this Agreement are those who are regularly scheduled to work at least ten (10) hours a week for at least three months. “Regular full-time employees” for the purposes of this Agreement are those employees who are regularly scheduled to work at least twenty-four (24) hours a week for at least three months.

ARTICLE 2

UNION SECURITY

Section 1. After thirty (30) days of continuous employment with the Employer or the effective date of this Agreement, as a condition of their continued employment, all individuals in the bargaining unit shall be required either to become and remain members of the Union in good standing or to pay monthly to the Union an agency fee equivalent to the Union's dues.

Section 2. The Human Resources Department will notify the union of any new members within ten (10) working days from their start date. All employees shall have the right to obtain a reduction in this agency fee from the Union for the portion of the fee relating to activities other than unit representation within the meaning of applicable law according to the procedures specified in the document "CWA Policy on Agency Fee Objections", The Union shall send all employees notice of these procedures for requesting such a reduction prior to the period within which such a request must be made and shall also make available to those requesting a reduction a full explanation of the basis for the reduction.

Section 3. The Employer agrees to deduct either the agency fee or the Union's monthly dues from each employee's pay upon written authorization from the employee and will continue to make such deductions while the authorization remains in effect and while the employees are in a position covered by this Agreement.

Section 4. The Employer, also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10th) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in

the bargaining unit, including their name, title, classification, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number (if any).

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold harmless the Employer from any damage, expense, claims, actions or proceedings whatsoever arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 3 UNION RIGHTS

Section 1 — Union Visitation.

- A. Within three days of the execution of this Agreement, the Union shall email the Employer with a list of all accredited union officers and personnel not employed by the Employer who represent the bargaining unit described in Article 1 above.
- B. These duly authorized representatives shall provide advance notification to the Executive Director and the Chief People Officer or their respective designees of the intent to visit the Employer's premises. The notification shall specify the time of the visit and the purpose, the name of the Union officer or representative who will be coming, the expected duration of the visit and any changes in intentions or plans after this initial notification.

- C. The union officer or representative shall promptly notify the Chief People Officer or their designee of arrival on the premises and shall be escorted by a member of the Employer's staff while on the premises. Such visitation shall not interfere with the normal operation of the Employer's business.

Section 2 — Shop Stewards.

- A. The Union may designate up to four (4) shop stewards to represent unit members. The Employer will recognize the shop stewards whom the Union designates upon the Union's confirmation in writing.
- B. Time spent by shop stewards, who are employees of HRW, for purposes of orienting new bargaining-unit employees, investigating and representing union members on grievances, attending disciplinary proceedings, reviewing new policies, meeting with members of the management team, attending work assignment consultations, as set forth in Articles 10 and 11 or otherwise administering this Agreement shall be considered work time. The shop steward shall make all reasonable attempts to notify their supervisor at least twenty-four (24) hours in advance of any union related activity that is expected to take more than half of the employee's workday, and make all reasonable efforts to ensure such work will not interfere with their job responsibilities or the operations of HRW.

Section 3 — Bulletin Board and Communications.

- A. The Employer agrees to provide one bulletin board in each office solely for use by the Union to post only Union approved notices of general concern to bargaining unit members, that will not adversely affect the work or purpose of the Employer. The Union agrees to indemnify and hold harmless the Employer against any damage, expense, claim, action or proceeding arising by reason

of anything posted at the Union's direction or by Union members or representatives.

- B. The Union shall be permitted to share information to its members through the Employer's work email, consistent with Section 3(A), above. The Union understands that HRW has full access to Employer-managed emails and there is no expectation of privacy related to such emails, Further, the Union will continue to use an employer assigned email account to share information in accordance with this section.

Section 4 — Employer Facilities.

- A. The Employer shall make available to employees who are members of the bargaining unit its conference rooms and video conference and telephone facilities for no more than four hours in any given month up to a maximum of thirty (30) hours annually to effectuate communications exclusively among members of the bargaining unit and official union representatives. Telephone and video conference charges, but not teleconference charges, for this amount of time will be paid by the Employer. Permission for such use shall be requested by the Union at least forty-eight (48) hours in advance and shall not be unreasonably denied.
- B. Such meetings generally should be scheduled before working hours, during the lunch period, or after working hours. For the purpose of holding such meetings, employees may arrange to use the conference room for one hour twice a month during work hours provided that it has not been reserved for another use at that time, and subject to supervisor approval for any given employee scheduling a lunch break at that coordinated hour. Additional hours may be scheduled during the workday subject to management approval, which shall not be unreasonably denied.

ARTICLE 4

INTRODUCTORY PERIOD

Section 1. Any new employee shall serve an introductory period of three (3) months. Upon mutual agreement of the parties, the introductory period may be extended for up to two (2) months. No layoff, discipline or discharge during the introductory period shall be subject to the grievance and arbitration procedure.

Section 2. Before the end of the three (3) months, the employee and their supervisor will conduct an initial evaluation to ensure that there is a good fit between the Employer and the employee and determine whether they will become regular employees, If the Employer does not advise the probationer of a deficiency within the first sixty (60) days of employment or thereafter when known, the probationary period may be extended by one (1) month upon the written request of the Union.

ARTICLE 5

LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be established a Labor-Management Committee consisting of four (4) members of the bargaining unit to be named by the Union and four (4) members to be named by the Employer. The committee will be jointly chaired. The committee shall meet at least once every four (4) months to discuss issues of mutual interest to the Union and the Employer. Either the Union or the Employer may call for additional meetings as necessary by mutual agreement, such agreement not to be unreasonably denied.

Section 2. Bargaining unit members of the Labor Management Committee may receive time off with pay from regularly

scheduled work up to a maximum of one (1) hour in any given week and a total of thirty (30) hours in the aggregate annually for the purposes of executing their responsibilities as members of the committee.

Section 3. The Labor-Management Committee will establish a joint standing sub-committee on Health and Safety issues created with equal representation from the Union and the Employer on as needed basis.

Section 4. The Labor-Management Committee will discuss what training is needed to assist employees in their job functions and will discuss issues of career development.

Section 5. Any employee or representative of the Union may request the Labor-Management Committee to meet to consider workload issues affecting unit employees relating to the opening of field offices or new researcher, advocacy or director-level positions, and may present views and/or recommendations relating to the ability of existing unit employees to support such projects or staff positions.

Section 6. Issues raised before the Labor-Management Committee not otherwise subject to the grievance procedure shall not be subject to arbitration.

ARTICLE 6

TRAINING, PROFESSIONAL DEVELOPMENT, LICENSING & CERTIFICATIONS

Section 1 — Training. Employees in the bargaining unit will be provided a minimum of six (6) trainings, Trainings and professional development are not part of an employee's job description unless HRW determines that such trainings or development are necessary for the job, To qualify for this benefit, trainings must be skill based, job-related, and

helps the employees to develop their skills, abilities and talents to the fullest extent possible to increase employment security based on current responsibilities of the employee, or developing opportunities as available and practicable, during each calendar year, The six (6) minimum trainings will also be used to ensure staff have the necessary skills when an employee is transferred, either voluntarily or involuntarily, to avoid a layoff to a new position, The Labor Management Committee will recommend team development priorities.

Section 2. Professional Development. Opportunities for employee professional development will be encouraged by supervisors particularly as they pertain to and contribute to current and developing work.

- A. In conjunction with the employees' introductory period review and at roughly four-month intervals thereafter, the supervisor or their designee will discuss goals for advancing the employee's professional development as practicable.
- B. As part of the annual evaluation process, supervisors will recognize the substantive work and professional development of the employee over the preceding period and come up with a mutually agreed upon plan for advancing the employee's professional development in the coming year, with follow-up discussions at approximately four-month intervals thereafter.
- C. Accommodations will be made in cases where the performance review calendar is not conducive to a timely initial goal-setting meeting. The joint employee-management committee (see below) will assist in these accommodations.

Section 3 — License and Certifications.

- A. AHRW will reimburse employees for the cost of renewing or obtaining a license/certification that is "required," "desired," or adds value to the employee's job in the judgment of HRW up to \$250 annually.

- B. Approval Process. Employees must submit, in writing, a request detailing the license/certification fee, including details on how this adds value to the employee's job, for approval by their manager.
- C. Reimbursement Process. Employees shall submit requests for reimbursement in accordance with departmental procedures along with the following documentation:
 - 1. Receipt that is no more than ninety (90) days old, unless there are special circumstances that prevent the employee to submit them in a timely manner; 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.
- D. If the employee does not pass their certification or licensing exam when it is up for renewal, HRW will reimburse the employee for the cost of the first failed exam up to the maximum allowable reimbursement and allow for one more reimbursement of the same licensing/certification exam if additional funds are available for that calendar year. After reimbursement for the cost of the second exam, the employee will be ineligible for further reimbursements 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.

Section 4 — Joint Employee-Management Committee.

The employer and employees will establish a joint employee-management committee, with equal representation from the union and the employer, under the auspices of the Labor-Management Committee to develop strategies to improve employees' professional knowledge, competence, skill, and effectiveness, This group will also focus on ways to increase job-specific training and "soft" skills training.

ARTICLE 7

HEALTH & SAFETY

Section 1. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees. In any facility where employees are assigned to work, the Employer shall make reasonable efforts to provide for the personal security of employees while they are working. When the Employer becomes aware of a safety hazard which subjects employees to imminent physical danger, the Employer shall remove the employees from the affected area.

Section 2. Employees who regularly and continuously work at computer terminals for twenty (20) hours or more per week and who are assigned to such a terminal for more than two (2) consecutive hours will have the option of alternative work of a visually less demanding nature for a period of not less than fifteen (15) minutes.

Section 3. The Employer will provide safety equipment, including ergonomic chairs and equipment, which is necessary for an employee's work assignment in accordance with OSHA standards.

Section 4. Any employee may refuse to perform work that they reasonably believe would pose a serious threat of injury or illness.

Section 5. The Employer and the Union will work together to establish and provide training during regular work hours to all employees regarding OSHA safety standards, ergonomics and overall health and safety principles in the workplace, Training will be provided at least on a yearly basis.

ARTICLE 8

STAFF SAFETY PROCEDURES

Section 1. The health of HRW employees is of paramount importance to HRW, In the event of another public health emergency, HRW will follow the guidance of the World Health Organization and/or the Centers for Disease Control and Prevention, applicable laws and regulations, any identified best practices, and the recommendations of HRW staff specifically designated to develop applicable policies. Union representatives shall be part of the policy-making process, along with the HRW designated staff, prior to the development and implementation of any public health emergency policies.

Subject to availability, HRW will, at its worksites, make available masks and alcohol-based hand sanitizer,

Section 2 — COVID-19.

- A. The COVID-19 National Emergency was terminated by the U.S. federal government on April 10, 2023, and the COVID-19 Public Health Emergency was terminated on May 11, 2023.
- B. Subsequent to the end of the Covid-19 emergencies, should an employee test positive for a contagious variant of COVID-19, they shall be required to quarantine for five (5) consecutive calendar days outside of any HRW office. This time period shall begin from the onset of symptoms or, if there are no symptoms, from the time of the positive test. These quarantine days will be treated as paid sick days unless the employee, at their discretion, feels well enough to work from home and has their supervisor's approval to do so. HRW may, at its discretion, require documentation of a positive test. This paragraph is subject to HRW policies, procedures, and the regulations of the local jurisdictions.

C. Employee Expected Travel and In-Person Events. Subject to HRW policies and procedures, HRW and the Union understand that some positions include responsibilities that require travel away from their locale or the participation in in-person events. Employees may opt out of such travel or in-person event if they have concerns about their own safety or the safety of someone in their personal life. HRW may, at its discretion, require additional information relating to the nature of the concern to ascertain whether the opt-out is valid under HRW policies and procedures.

Section 3. This Article is not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 9

DISCIPLINE, PERFORMANCE EVALUATIONS, & PERFORMANCE IMPROVEMENT PLANS

Section 1. HRW agrees that discipline of a non-probationary employee shall be for just cause only. A non-probationary employee may file a grievance concerning disciplinary action against them.

Section 2 — Performance Evaluations.

- A. All employees shall receive performance evaluations from their immediate supervisors. Each employee should have a formal performance review at the end of their introductory period, and then on an annual basis. A written evaluation shall be provided to the employee. The Employee shall be entitled to write a response, and both shall be filed with the Human Resources Department . In addition, the Employer shall continue its policy of reciprocal evaluations.
- B. 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 HRW partners. The performance evaluation should help employees become aware of their progress and areas for improvement.

- C. The Employee shall be entitled to submit a written response within thirty (30) days of their evaluation, and both the performance evaluation and the employee's response will be placed in the employee's personnel file.
- D. Employees will have the opportunity to provide feedback on their supervisor as part of the evaluation process,

Section 3 — Performance Improvement Plans.

- A. In the event a non-probationary employee demonstrates performance issues, behavior, and/or conduct below expectations, the employee's supervisor will establish a clear plan (referred to as a Performance Improvement Plan or PIP) with the non-probationary employee for managing performance and correcting identified problems through a performance improvement process,
- B. The PIP shall identify performance issues, based on job description, and collaboratively created workplan, that require correction and include a written plan of action with specific measurable indicators decided upon by the supervisor and employee to guide the improvement or corrective action, by use of a standardized template.
- C. The PIP will last for a predetermined amount of time with a minimum of ninety (90) days except where the employee has less than one year's seniority, For those with less than one year's seniority, the PIP will be for a minimum of sixty (60) days. No employee shall be entitled to a PIP during the introductory or probationary period (i.e., the first three (3) months of employment).

- D. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.
- E. The PIP period shall include at least two (2) meetings between the supervisor and the employee to monitor progress and facilitate the provision and receipt of feedback.
- F. If a supervisor leaves in the middle of a PIP, the PIP shall be considered on hold and any subsequent performance concerns shall be addressed by the new supervisor after at least thirty (30) days of managing said employee.
- G. Performance evaluations and the performance improvement plan are not considered as a disciplinary action.
- H. A PIP shall not be initiated within the first six (6) months after an Employee has been promoted or taken on responsibilities of an acting or permanent new position.
- I. Employees shall not be entitled to take more than five (5) days of vacation and sabbatical leave during a PIP period unless the time was approved prior to the PIP being delivered or in emergency situations on a case-by-case basis, Other leaves of absence are not subject to this limitation.

Section 4. HRW will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. HRW will endeavor to take any such disciplinary action within ten (10) calendar days after learning of the circumstances on which the discipline is based unless there is a justifiable business reason for a reasonable extension of this period. HRW will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within ten (10) calendar days of such disciplinary action.

Section 5. Discipline shall be applied progressively by HRW except in the case of gross misconduct. HRW will administer progressive discipline as follows:

- A. Where an employee has gone through either a sixty (60) or ninety (90) day Performance Improvement Process and, at the conclusion of that process, HRW determines that the outcome was not fully successful, the employee will be given a written warning that lack of additional improvement, may result in discipline up to and including termination from employment, After fifteen (15) days, the performance will be evaluated again and in the event of no additional improvement, the employee may be terminated without further proceedings.
- B. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the employee will receive a first written warning together with coaching input from management. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the employee will receive a second written warning, If there are subsequent problems, the employee will be given a final written warning (which may be coupled with an unpaid suspension) notifying the employee that any subsequent problem will be grounds for termination. In the event of a subsequent problem, the employee may be terminated without further proceedings.
- C. The parties recognize that just cause for immediate discipline up to and including discharge exists for certain acts without the need for progressive discipline, As such, gross misconduct will be defined as actions that include, but are not limited to, harassment, theft, fraud, embezzlement, misappropriation, reckless or willful destruction of HRW's property, physical violence or threats of violence of any kind, and gross insubordination.

Section 6. In any disciplinary proceeding, the Employer may not rely on any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 7. Upon written request, an employee will be permitted to examine records containing personally identifiable employee information about themselves within five (5) business days of a written request by the employee to HRW, An employee will receive written notice of any changes to their personnel file including disciplinary action 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 within thirty (30) days. The employee shall receive a copy of any material related to disciplinary action or job performance that is put into their official personnel file. The employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

ARTICLE 10

JOB DESCRIPTION & WORKLOAD ASSESSMENT

Section 1. New employees shall receive a job description in the form of a hiring letter within five (5) days of their first day reporting to work. This letter will include a summary of Human Rights Watch's overtime policy, The duties listed in the job description are not to be construed as a limitation on the Employer's right to assign work. Employees are expected to accept, undertake and complete responsibilities and assignments, regardless of whether they are explicitly listed in their job description. However,

it is understood that employees will not be assigned duties that are beyond reasonable expectations and unfamiliar to them or would be unfamiliar to anyone in their job title, unless:

- A. HRW provides the necessary and reasonable support and training,
- B. The employee agrees to such assignment, except in such cases wherein an immediate need arises and the duties assigned 1) could not reasonably be performed by another qualified employee and 2) are time-limited to a period not exceeding one week.

Such acceptance shall not be deemed as a waiver to challenge the assignment.

Section 2. The employee's primary supervisor and the Chief People Officer or their designee shall initiate a discussion with the employee whenever the following changes occur (the employee may also request such a discussion if any of the following changes occur):

- A. employee is transferred to another supervisor and/or department; or
- B. employee is promoted to a position still within the bargaining unit; or staff positions (not the individual) supported by the employee are modified; or
- C. employee is given a new assignment that, should it not be accompanied by a reduction in other work assignments, would necessitate regular overtime hours to complete successfully, provided such new assignment is contemplated lasting more than two (2) months; or,
- D. employee is working significant amounts of overtime for at least four (4) weeks in a row to complete regular job functions.

Section 3. The purpose of such a discussion is to assess whether, following such a change, the employee's workload is

reasonable or whether overall assignments and responsibilities must be adjusted to avoid unanticipated burden or overtime requirements. At the employee's request, a shop steward shall be present at the discussion and follow-up meeting.

Section 4. In such a meeting, the Union may request additional compensation and/or modification to the employee's current title on a permanent or temporary basis, Such compensation may include a workload allowance, level upgrade (placing the employee to a higher paid role) or additional compensation in the same role, consistent with this Agreement.

Section 5. The employee's primary supervisor or the Chief People Officer will document decisions made and set a follow-up meeting within two (2) months of the original meeting to assess workload issues, Any change in compensation and/or modification of the employee's current title, will be retroactive to the date of the initial increase in workload.

ARTICLE 11

CONSULTATION PROCEDURE

Section 1 — Definition of Terms.

A. Matters Subject to Consultation

For the purposes of this Agreement, the term "matters subject to consultation" shall mean a dispute between the employee and HRW concerning the application or interpretation of HRW written policies unless they result in a violation of the employee's or the Union's rights, inappropriate work assignments or provisions of the Agreement that expressly state they are not subject to binding arbitration.

B. Inappropriate Work Assignment

A work assignment that may be brought for consultation as “inappropriate” is one that is unrelated to the work of HRW or one not performed by any of its employees.

Section 2 — Time Limits. Nothing contained within this consultation procedure shall preclude any party from attempting to resolve any underlying dispute informally. Failure by either side to adhere to the prescribed time limits shall be deemed a forfeit for that side of the remedy sought unless the time limits contained herein are waived by mutual agreement of the parties in writing.

Section 3 — Consultation Procedure.

A. Step 1. The affected employee shall first attempt to resolve the issue with their immediate supervisor within ten (10) working days of the incident that gives rise to the matter subject to consultation or when the incident ought reasonably be known to the employee. In the case of workload assessment, that ten (10) day period shall run from the date of the follow-up meeting as described in Article 9 above. The matter subject to consultation shall be submitted in writing to the supervisor and shall state the nature of the dispute, the remedy sought, and the HRW written policy alleged to have been violated or the job assignment at issue,

Within five (5) working days of its submission, the immediate supervisor will meet or speak with the employee and a Shop Steward. The supervisor may at their discretion also invite another staff member to be present for this discussion. The supervisor shall issue a written determination within five (5) working days of such meeting.

B. Step 2. If the determination at Step 1 is not satisfactory, the affected employee may appeal within ten (10) working days such determination to the Chief People Officer. The

Chief People Officer or their designee shall meet with the Union and any affected employees and supervisors and within ten (10) working days of receipt of the appeal and shall attempt to resolve the matter subject to consultation. The Chief People Officer may also invite another staff member to be present for this discussion. The Chief People Officer shall issue a written determination within ten (10) working days of such meeting.

- C. Step 3. If the determination at Step 2 is not satisfactory, within ten (10) working days of receipt of the determination in Step 2, the affected employee may appeal to the Executive Director or their designee with the power to adjust such matter through the consultation. The Executive Director or their designee shall hear the appeal from the affected party within ten (10) working days of receipt of the appeal and shall issue a determination within ten (10) working days.

ARTICLE 12

GRIEVANCE PROCEDURE & ARBITRATION

Section 1 — Definition of Terms. For the purposes of this Agreement, the term “grievance” shall be defined as any matter involving the interpretation or application of specific provision(s) of this Collective Bargaining Agreement, except as set forth in Articles 4, 5, 6, 9, 10 and 23 or provisions of the Agreement that expressly state they are not subject to binding arbitration, alleging a violation of the rights of an employee, or the Union under the terms of this Agreement, Any dispute between the Employer and the Union as specified in Section 4 will be subject to the Grievance Procedure commencing at Step 3.

Section 2 — Time Limits. Nothing contained within this grievance procedure shall preclude any party from attempting to resolve any underlying dispute informally, In the event that a

substantive informal solution is proposed by the Union, it shall submit a written notification to HRW specifying the details of the solution and a request for the tolling of the time to file a grievance, if necessary, HRW will review the proposed solution and any request for tolling, which will not be unreasonably withheld, Failure by either side to adhere to the prescribed time limits shall be deemed a forfeit for that side of the remedy sought unless the time limits contained herein are waived by mutual agreement of the parties in writing.

Section 3 — Grievance Procedure.

A. General Considerations

1. A formal grievance meeting shall be held at a mutually agreeable time and location, For the purpose of presenting a grievance, the Union-assigned shop steward participating in the required meeting of the Grievance Procedure, Steps 1 through 4 inclusive, as set forth in this Article, during working hours shall suffer no loss of wages for time spent in such meeting.
2. Whenever possible, grievance meetings should be scheduled during the grievant's normal working hours, at a mutually convenient time. Settlements through Step 2 of the Grievance Procedure shall not establish a precedent or practice for either party.
3. The party filing the grievance may withdraw a grievance at any step without prejudice or precedence. Initial Steps and time limits in the Grievance Procedure may be waived by written mutual agreement of both HRW and the Union.
4. No employee shall be discriminated against for participating in the Grievance Procedure.
5. Where an employee's presence as a witness is required during the adjustment of a grievance or during

mediation or arbitration, the Employer shall excuse the employee from work with pay.

6. At each step of the Grievance Procedure, each party shall present the facts and documents known to the party at the time to support its position on the grievance.
7. All matters coming under this Article may first be discussed between and among the aggrieved employee, a shop steward, a staff representative, a Human Resources representative and the supervisor.
8. It is agreed that the use of the Grievance Procedure set forth herein shall be mandatory and shall be regarded as the sole and exclusive machinery for the adjustment of claims and grievances.
9. Consistent with Article 28 the Union will not at any time resort to economic action in support of grievances while they are being processed.
10. All grievances shall be processed and settled in conformity with the steps below.

B. Step 1.

1. The Union shall submit a written notification of filing a grievance to HRW within twenty (20) working days of the incident that gives rise to the grievance or when the incident ought to reasonably be known to the employee. The grievance shall be submitted to the Chief People Officer in writing and state the nature of the dispute and the remedy sought, and the provision of the Agreement alleged to have been violated.
2. Within ten (10) working days of its submission, HRW's designated representative will communicate with the employee, the CWA Representatives. The HRW representative may, at their discretion, also invite another staff member to be present for this discussion. The HRW

representative shall issue a written determination within ten (10) working days of such a meeting.

C. Step 2.

1. If the determination at Step 1 is not satisfactory, the grievant may appeal within ten (10) working days such determination to the Chief People Officer.
2. The Chief People Officer shall meet with the Union and any affected employees and supervisors within ten (10) working days of receipt of the appeal and shall attempt to resolve the grievance. The Chief People Officer may also invite another staff member to be present for this discussion. The Chief People Officer shall issue a written determination within ten (10) working days of such meeting.

D. Step 3.

1. If the determination at Step 2 is not satisfactory, within five (5) working days of receipt of the determination in Step 2, the grievant may appeal to the Executive Director or their designee with the power to adjust such grievance.
2. The Executive Director or their designee shall hear the appeal from the grieving party within ten (10) working days of receipt of the appeal and shall issue a determination within ten (10) working days after such meeting.

E. Step 4.

If HRW fails to provide a determination at Step 3 or it is not deemed satisfactory by the Union, the Union may appeal the grievance to arbitration within forty-five (45) days from the Step 3 answer or from the date the Step 3 response was due by notifying the Employer of its intent to bring the grievance to binding arbitration.

Section 4 — Employer/Union Grievances.

- A. Any grievance initiated by either the Union or the Employer shall be submitted to the other party in writing, specifying the nature of the grievance and the remedy sought, within fifteen (15) working days of the incident that gives rise to the grievance or of the date by which the facts of such incident should reasonably be known to the grieving party.
- B. The other party shall have ten (10) working days to respond in writing. If such a response is not satisfactory, it may be referred to the grievance procedure commencing at Step 3.

Section 5 — Arbitration.

- A. The parties shall mutually agree upon a permanent Arbitration Panel of two arbitrators.
- B. As cases arise, they shall select an Arbitrator from the panel in rotation order.
- C. The Arbitrators shall be Howard Edelman and Carol Wittenberg.
- D. Such Arbitrators shall follow the procedures of the American Arbitration Association,
- E. The jurisdictional authority of the arbitrator is defined and limited to the determination as to whether there have been violations of the provision(s) of the agreement; the arbitrator shall have no power to add to, to subtract from, or modify any of the terms of the Agreement. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing(s) and shall be final and binding on all parties.
- F. The parties will mutually agree upon an arbitrator to fill a vacancy resulting from the removal of an arbitrator from the list, the resignation of an arbitrator or death from the panel. If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the

procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services to request a panel for selection of an arbitrator to hear a case when the vacant position would be next up in the rotation.

- G. Where the decision of the arbitrator includes an award for back pay, back wages may be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or other additional interim payments or compensation, The foregoing shall not be a bar for the arbitrator to impose any remedy they may feel proper to address the grievance subject to any limitation under applicable law.
- H. The parties shall bear their own expenses and share in the arbitrator's fees and expenses equally,
- I. Each party shall be responsible for the expenses of their witnesses and representatives, except for Union witnesses that are employed by HRW consistent with Section 3(A)(5) above.
- J. The decision of the arbitrator shall be final and binding on both parties.

Section 6 — Grievance Mediation. Upon mutual agreement, HRW and the Union may request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration proceedings, In the event Grievance Mediation is chosen prior to the filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. The decision/recommendations of the Federal Mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceedings.

Section 7. It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

ARTICLE 13

HOURS OF WORK

Section 1. The standard work week shall consist of Monday through Friday, and the standard workday shall be eight (8) hours per day, including a one-hour paid meal period.

Section 2. Flexible Work Schedule. A flexible work schedule is an alternative to the standard work week as defined in Section 1 above, It allows employees to vary their arrival and/or departure times. Employees may make a written request for a flexible schedule, The request shall state the proposed new schedule and working hours and the detailed reasons why the new schedule is needed and the duration the new schedule will last. The request will be made to the employee's supervisor and Chief People Officer or their designee, Approval of a flexible work schedule is solely at the discretion of HRW which will considered in good faith, If a flexible work schedule is approved, the approval can only be rescinded on sixty (60) days' notice to the employee, If a flexible work schedule is denied, management will provide a detailed response in writing.

Section 3. Short Term Notice. HRW recognizes that employees need predictability in their schedules and recognizes that the lack of predictability impacts their ability to work beyond their typical workday, HRW will notify bargaining unit staff at least forty-eight (48) hours in advance of the need to work in the office outside of the employee's normal hours. In the event of a failure to provide such notice, the employee will not be required to comply to the extent that it jeopardizes the care of a dependent.

Section 4. Delayed Openings, If the employee's office opens late under an official "Delayed Opening," HRW will compensate the employee for their scheduled start time until the time at which the facility opens,

Section 5. Early Closing, If the employee's office closes under an official "Early Closing," HRW will compensate them from/through their scheduled end time, If an employee needs to leave work earlier due to the ongoing emergency condition, they must notify their supervisor immediately. Time missed will be paid.

Section 6. Lactation Period. HRW will provide employees with a reasonable amount of time for lactation needs. The break time should run concurrently, if possible, with any paid break time already provided. Where HRW controls the workspace, it will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express breast/chest milk in private. This location may be a private office, HRW will also provide a refrigerator to store milk.

ARTICLE 14

LATE NIGHT WORK

Section 1. Any employee who is required by their immediate supervisor to stay later than 8:00 p.m. will be entitled to reimbursement, up to \$35.00 (plus tip) upon presentation of a receipt, for dinner,

Section 2. Any employee who is required by their supervisor to stay later than 10:00 p.m. will be entitled to reimbursement upon presentation of a receipt for a taxi, car service, or gas mileage payments to get them to their residence.

ARTICLE 15

REMOTE WORK LOCATION

Section 1. The work location, for jobs posted, is defined by the initial job posting or initial job location as indicated on the hire letter.

Section 2. Subject to written approval from a supervisor and the Chief People Officer, employees have the right to request to work temporarily or regularly away from the office,

Section 3. In any work/telework arrangement involving working from home, the following provisions will apply:

- A. HRW will provide the employee with an HRW laptop, work phone (if requested), and other IT equipment determined by HRW to be necessary for the employee's work. Employees working outside the office must take every precaution to ensure the security of HRW data outside the office premises and comply with all relevant HRW policies and procedures relating to security and technology, Such Employees should consult with IT for guidance before logging in to the HRW computer network from a remote location.
- B. HRW will provide a one-time reimbursement, up to four hundred dollars (\$400), to new bargaining unit members that are approved or hired for remote work pursuant to Section 1 above, or as required by law, on a case-by-case basis and in accordance with this Agreement and HRW policies, for costs that HRW determines are required by and for the sole purpose of working from home. All equipment, services and other items provided or reimbursed by HRW are HRW property and must be used in accordance with the applicable policies and procedures. Starting three (3) years after the effective date of this Agreement, and thereafter every three (3) years, bargaining unit members will be

eligible to receive a reimbursement of up to two hundred dollars (\$200) on the same terms and conditions as above.

- C. Productivity impacts due to documented temporary disruption in home internet service or similar technical issues will not result in disciplinary action against the employee. HRW may terminate approval for a telework arrangement if it finds that the arrangement adversely affects the employee's ability to fulfill their work responsibilities effectively, Documentation, if unavailable from the internet service provider, can be in the form of an email from the employee giving the details of the disruption.
- D. In the event of a temporary computer malfunction, power outage, internet failure or other technical issue preventing the completion of work that is outside the control of the participating employee and the employee cannot undertake their work from a local office (within fifteen (15) miles of their remote work location) or an environment that is conducive to accomplish the work effectively with a HRW authorized device in accordance with HRW IT and Technology policies(e.g., a relative's home wifi, a university library, public library), wages will continue to be paid for up to two (2) workdays until the issue is resolved. The employee shall work collaboratively with the supervisor to address the impact of the delay and work on potential alternative measures to reduce the impact of the temporary disruption, After two (2) workdays, the employee will be required to use paid vacation, personal days or unpaid leave. In the event that there is a delay over two (2) working days and it is the fault of the Employer, the employee will not be required to use their paid vacation, personal days or unpaid leave.
- E. To the extent that a participating employee requires an accommodation, HRW will offer reasonable accommodations as may be required by law.

Section 4 — Revocation or Denials.

- A. Once an agreement is reached, the remote-work arrangement cannot be unilaterally changed by HRW without giving a notice period of seventy-five (75) days.
- B. Remote work arrangements may be denied or revoked by HRW if they are incompatible with HRW's insurance or obligations as an employer, pose unwanted risks, or for any legitimate organizational reasons determined by HRW management in good faith, Organizational reasons include but are not limited to additional costs (in time and/or expense) that would need to be paid for by HRW,
- C. HRW will provide, in writing, the category under which the revocation or denial occurs: potential insurance issues, potential obligations as an employer, potential unwanted risks, potential legitimate organizational reasons.
- D. An employee may challenge HRW's decision through a grievance and arbitration process only on the basis of lacking potential legitimate organizational reasons or any violation of this Article.

Section 5. HRW will ensure that remote work continues to be considered a form of reasonable accommodation under the Americans with Disabilities Act (ADA).

Section 6. HRW will give the Union sixty (60) days written notice of its intent to change its Remote Work policies, If the Union desires to bargain over the proposed changes, consistent with the NLRA, it must notify HRW in writing, no later than thirty (30) days from the date of the notice from the HRW to the Union.

Section 7. This Article shall expire on date indicated as the final date of this Agreement.

SEVERE WEATHER & OTHER EMERGENCIES

Section 1. When severe weather causes hazardous conditions, employees should consider personal safety first when evaluating their ability to report to a work location, Employees should contact their supervisor if reporting to a work location is not possible, In instances where reporting to a work location is not possible, employees are expected to work remotely to the best of their ability.

Section 2. In the event of a severe weather that causes hazardous conditions or when there is a federal, state or local government emergency declaration or determination by employer that prevents the employee to report to work or to work remotely, employees' wages for any scheduled shifts will continue to be paid for a maximum of two (2) days from the date of the declaration, After the two (2) days, if conditions continue and the employee cannot work remotely, the employee will allowed to use vacation or personal time.

Section 3. If an employee is scheduled to work off-site, they must report to that off-site location even if their assigned office is closed, unless the off-site location is also officially closed or there is a hazardous condition that prevents the employee from reporting to the off-site location, HRW will pay the employee at their regular rate, based on the hours they are regularly scheduled to work for that day up to a maximum of two (2) days.

Section 4. Employees will not be subject to discipline for tardiness and absences caused by any of the above events.

ARTICLE 17

HOLIDAYS

Section 1 — Number. HRW observes fifteen (15) holiday days each.

Section 2 — Identity.

1. The U.S. federal holiday commonly known as New Year's Day.
2. The U.S. federal holiday commonly known as Martin Luther King Jr.'s Birthday.
3. The U.S. federal holiday commonly known as Presidents' Day.
4. The U.S. federal holiday commonly known as Memorial Day.
5. The U.S. federal holiday commonly known as Juneteenth.
6. The U.S. federal holiday commonly known as Independence Day.
7. The U.S. federal holiday commonly known as Labor Day.
8. Indigenous People's Day, formerly known as Columbus Day (U.S. federal holiday).
9. The U.S. federal holiday commonly known as Thanksgiving Day.
10. The Friday after Thanksgiving Day.
11. The U.S. federal holiday commonly known as Christmas Day.
12. Day 1 of HRW Winter Break.*
13. Day 2 of HRW Winter Break.
14. Day 3 of HRW Winter Break.
15. Day 4 of HRW Winter Break.

*Winter Break shall consist of the weekdays between Christmas Day and New Year's Day.

Section 3. In cases where an employee wants to observe holidays that are not part of Section 2 above, they may either use a vacation or personal day or they can contact the Human Resources Department to request the observance of another holiday in exchange for working on an existing holiday outlined in Section 2. This exchange will only be accommodated up to two (2) times per calendar year and will be considered in good faith and granted based on operational needs of HRW, Should such request for vacation be denied by their supervisor, the employee may contact the Human Resources Department for resolution.

Section 4. Employees who are required to work on a Holiday shall receive Holiday premium pay and compensatory time as defined in Article 20, Section 7 of this Agreement, except in cases where a holiday exchange is requested and approved as outlined in Section 3 above.

ARTICLE 18

LEAVE

Section 1. HRW will provide the following paid time off to all full-time, regular employees. Parttime employees who regularly work at least ten (10) hours per week will receive a prorated share. Both types of employees who work less than a full calendar year will receive a prorated share of these benefits for each full month worked.

Section 2 — Vacations.

A. Employees shall be entitled to twenty (20) vacation days per year in each of the first five (5) years of employment. Employees will be entitled to twenty-five (25) days of vacation after five (5) years of employment, A maximum of ten (10) days of vacation time may be carried over until

March 31 of the subsequent year. Upon termination of employment, employees shall be paid for unused, accrued vacation pay.

- B. However, no more than four (4) consecutive weeks of vacation may be taken at any time without prior approval, and vacation may not be taken to extend the date of termination of employment.
- C. New employees are not entitled to take vacation during their probationary period. A new employee may, however, be permitted to take a vacation during this period with the supervisor's permission.
- D. Employees on unpaid leave (including the unpaid portion of parental leave) do not accrue vacation during the unpaid leave. Vacation is prorated from January 1st to the start of unpaid leave, and then from the date of return until the end of the year. Similarly, employees on sabbatical leave do not accrue vacation during their leave.
- E. Vacations must be arranged in advance and must have the approval of the employee's supervisor.

Section 3. Two (2) personal days per calendar year. Unused personal days may be carried over to the subsequent year as sick days but may not be taken in pay. Personal days are for personal business, and not intended as vacation days. The employee should endeavor to give advance notice whenever possible. Unlike vacation days, an employee shall notify HRW for the use of a Personal Day as soon as practical given that their use is for unforeseen issues or emergencies, Employees will no longer be entitled to personal days after (5) years of employment.

Section 4 — Sick Days.

- A. Effective January 1, 2024, sick days will increase from eight (8) to ten (10) days per calendar year.

- B. Sick days may be taken when employees cannot work because of illness, or because of an illness that requires care for a family member. For the purpose of this section, the employee's or the employee's spouse or domestic partner's immediate family includes, spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, a relative living with the employee or any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis, as soon as practicable.
- C. Employees must notify the person designated by the Employer pursuant to the Employer's policy as soon as possible. The Employer reserves the right to request a letter of explanation from a health care provider when it is concerned about abuse or where such a letter is otherwise required.
- D. Sick days can be carried over from year to year and can be used in the event of a long term or catastrophic illness.
- E. Sick days may not be used other than for their stated purpose, and there is no compensation for unused sick time. The Employer may require the use of accrued paid leave, disability leave, or unpaid leave for sick days taken in excess of allotted sick time.
- F. Sick time shall not run concurrently with any short-term or long-term disability leave.

Section 5 — Disability Leave.

- A. Short-Term Disability
 - 1. Short-term disability insurance is designed to provide income when an eligible employee is absent from work for up to ninety (90) days due to non-occupational illness, injury, or pregnancy-related disability.

2. Benefits are paid up to 100% of the employee's wages for up to twelve (12) weeks. Employees must complete the necessary disability forms at the start of disability leave and upon return to work, including doctors' statements.
3. HRW reserves the right to require an examination by a medical doctor of its choosing.
4. Probationary employees are not eligible for short term disability leave.

B. Long-Term Disability (LTD)

1. Long-term disability coverage provides an eligible employee with income in the event such employee becomes unable to work for an extended period of time due to sickness or injury.
2. This benefit provides a monthly income of 60% of salary, up to a specified monthly maximum, after short term disability for ninety (90) consecutive days or as determined by the insurance company.
3. The maximum period of the LTD is determined by age, condition and other factors determined by the insurance company.

Section 6 — Jury and Witness Duty. Up to ten (10) days of regular salary while fulfilling jury duty. As soon as the employee is notified, they shall present a copy of the jury notice to their supervisor and office manager. At the conclusion of jury duty, the employee shall provide a copy of the official record of jury duty service to the Human Resources Department. This time may also be used by an employee who serves, during their regular working hours, as a subpoenaed witness in a criminal case in which the employee is not the accused.

Section 7. Emergency leave with pay for death or critical illness in an employee's immediate family shall be granted by

the division director for up to five (5) days. "Immediate family" means the employee's or their spouse's or domestic partner's immediate family, including spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, a relative living with the employee or any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis as soon as practicable.

Section 8 — Sabbaticals.

- A. The Employer offers three-month sabbaticals to all employees following an initial period of service equivalent to seven (7) years and thereafter as provided by HRW policy. Eligible employees will be granted leave at full salary and full benefits for the equivalent of three (3) months; employees may be asked to arrange sabbatical timing to accommodate Employer's needs.
- B. Requests for sabbatical leave, accompanied by a description of the project to be undertaken, must be approved by the Executive Director or their designee. The objective of the sabbatical leave is to provide staff with the opportunity to enjoy an extended period of time away from the day-to-day demands of their jobs in order to work on a human rights-related project and not for the purpose of vacation or time off. Vacation or other time off does not accrue during sabbaticals.

Section 9 — Unpaid Leave of Absence.

- A. A discretionary leave of absence, without pay, for up to twenty-six (26) weeks can only be granted at the Executive Director's, or their designee discretion. The staff member must submit a written request for such unpaid leave stating

the reasons for the request and duration of the leave, along with any supporting documentation.

- B. Under all but the most extraordinary conditions, discretionary unpaid leaves are not granted in the first year of employment.
- C. HRW may request that the employee exhaust all accrued paid leave before taking unpaid leave.
- D. Benefits do not continue during this period, and paid time off does not accrue.

Section 10 — Parental, Pregnancy, and Child Care Leave.

Wherever possible, employees anticipating pregnancy-related disability leave or requesting child care leave must give HRW at least thirty-days (30) advance notice of the leave.

- A. **Pregnancy-Related Disability.** An employee who is unable to work as a result of pregnancy or a pregnancy-related disability will be entitled to paid sick leave, temporary disability benefits and unpaid sick leave upon the same terms as employees who are unable to work because of other non-work related illnesses or temporary disabilities, A pregnant employee is expected to work as long as the employee is physically able to perform their job duties and is expected to return as soon as they are physically able to resume performance of their duties. In all cases, a physician's statement certifying the employee's ability or inability to work is required.
- B. **Child Care Leave.** An employee may request a leave of absence for the purpose of child care under the Family and Medical Leave Act. Employees are entitled to twelve (12) weeks leave (which includes the period of disability for birth) during the first twelve months after birth or adoption. HRW will continue to pay salary (minus any disability payments) as indicated below and will continue to provide health care benefits (employees will not continue to accrue

paid vacation, personal sick leave, and other time off under the same terms and conditions as employees not on leave).

- C. For employees with more than six (6) months of full-time or equivalent HRW tenure, eight (8) weeks at full pay (twelve (12) weeks for staff who have completed more than two (2) years of full-time or equivalent HRW service), then accrued paid leave, then unpaid leave up to sixteen (16) weeks total.
- D. Additional leave in the form of an unpaid leave of absence is available for up to twenty (26) weeks total (inclusive of above disability and unpaid leave).

Section 11 — Bone Marrow, Blood, and Organ Donor Leave.

- A. Employees may take up to one-half (1/2) day of paid leave per calendar year for the purpose of donating and recovering from the blood donation.
- B. Employees are allowed a reasonable amount of time to recover from participation in bone marrow transplants.
- C. Employees donating an organ to another person will be treated as if the medical procedure was theirs.
- D. Employees requesting leave under this section should make their request as far in advance as possible and must provide written verification of the need for the leave.
- E. This leave cannot be accrued or carried over to the next year and no payment will be made to the employee for unused leave upon separation of employment.

Section 12 — Military Leave. All regular employees may take leaves of absence to accommodate service in the U.S. Armed Forces, U.S. Military Reserves and US National Guard. Military leave will be granted in accordance with applicable state and federal laws, including specific terms of absence, rights to reinstatement, seniority, benefits and compensation after a military leave. Employees who need to be away from work

for military leave, should contact their supervisor as soon as possible upon learning of their military duty requirements.

Section 13 — Domestic Violence Leave.

- A. If an employee exhausts their sick and safe leave, employees that have been the victim of domestic violence to take additional leave as required by law for the following:
1. To seek medical attention;
 2. To obtain or attempt to obtain any relief, including but not limited to, a temporary and/or permanent restraining order;
 3. To obtain psychological counseling; and
 4. To participate in safety planning to increase safety from future domestic violence.
- B. If advance notice is not practical and reasonable, an employee that takes leave due to domestic violence may be required to provide certification verifying the need for the absence, including but not limited to, a police report, a court order, a doctor's note, or some other form of documentation. Employees that take approved leave due to domestic violence must utilize existing accrued vacation leave to be paid during the absence. It is HRW's policy to be flexible regarding leaves of absence due to domestic violence and will consider requests under unpaid 'personal leave' as outlined above.

Section 14 — Voting. On days when elections for public office are scheduled throughout the state, county, city, or town in which the employee works, the employee will be granted up to two (2) hours of paid time off to vote only if they do not have sufficient time to vote outside of working hours, For the purpose of this Agreement, an employee is deemed to have "sufficient time to vote" if an employee has four consecutive hours to

vote either from the opening of the polls to the beginning of their work shift, or four consecutive hours between the end of a working shift and the closing of the polls, Elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections, Employees that may be travelling for work or anticipate overtime (e.g., fundraising dinners) on election days are encouraged to vote by mail, if available, Employees wishing to work as poll workers may use a personal or vacation day.

Section 15. When an officer or designated representative of the Union requires time off from assigned HRW duties to attend solely to Union matters, they will be granted a leave of absence without pay upon the request of the CWA District 1 Office to HRW's Chief Human Resources Officer, provided that:

- A. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year renewable annually..
- B. All Union leaves of absence will be without pay and benefits from HRW,
- C. The period of absence will not be deducted in computing their term of employment.

Section 16. For the duration of approved unpaid non-medical related leaves, HRW will continue to pay all medical, dental, and vision benefits, subject to the employee's contribution as defined in this Agreement for the period of the leave, not to exceed three (3) months unless additional time is required under the law and so long as such payment is not in violation of the terms of the insurance contract(s), For the duration of approved medical leaves including any caregiver medical or family/parental leave, HRW will continue to pay all medical, dental, and vision benefits, subject to the employee's contribution as defined in this Agreement for the period of the leave, not to exceed twelve (12) months unless additional

time is required under the law and so long as such payment is not in violation of the terms of the insurance contract(s), HRW will not however continue any medical, dental or vision benefits for (i) union business leave; (ii) leave to do paid work for another employer, organization or government; or (iii) leave to undertake work that would create a policy concern (e.g., seeking elective office).

Section 17. Upon return from a leave of absence employees shall be reinstated to their former job classification rate of pay.

Section 18. Employees will be entitled to other leave policies that are available or may become available to all other US employees.

ARTICLE 19

BENEFITS

Section 1. Employees shall receive the following benefits on the same terms and conditions of all US based HRW staff. The parties agree to the plans and programs described below, Details of said plans and programs are included in the applicable plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs), These plans, policies and programs that have been provided to the Union or will be provided to the Union upon request. If there is any material difference between these SPDs and the ERISA plans or programs (including amendments thereto), the collective bargaining agreement shall govern.

- A. Life/accidental death and dismemberment insurance — Subject to the terms and conditions of the insurance policy, employees may be eligible for life insurance in an amount equal to the lesser of three (3) times the employee's annual

salary (minimum coverage of \$100,000 up to a maximum of \$750,000).

- B. Health insurance (medical, dental and vision) shall be available to all employees on the same general terms and conditions as provided before the execution of this agreement,
1. Verified domestic partners will be eligible for coverage in accordance with HRW policy.
 2. For the duration of this agreement, HRW shall pay 100% of the cost of the premiums for health, dental and vision insurance for current full-time employees.
 3. For part-time unit employees who work at least ten (10) hours each week and less than 50% of a regular full-time schedule and wish to participate in the Employer's health benefits, HRW will request its medical carrier(s) to enroll them in the relevant plans. In the case of part-time employees who work a schedule of less than 50%, the Employer shall contribute a pro-rata share of the cost of the health insurance premium (medical and dental) for a single individual under the respective plan for that employee's office, provided the employee pays the remainder of the cost, to be deducted from the employee's salary.
 4. In the case of part-time employees who work a schedule of at least 50%, the Employer shall pay 100% of the cost of the health insurance premium (medical, dental and vision) for a single individual or family under the respective plan for that employee's office.
- C. Health benefits flexible spending account Flexible Spending Account (FSA) and Dependent Care Account (DCA) will continue during the life of this agreement on the same terms and conditions as provided before the execution of this agreement.

- D. Long term disability insurance, Subject to the terms and conditions of the insurance policy, the employee will receive sixty percent (60%) of salary up to a maximum benefit of Ten thousand dollars (\$10,000) per month less deductible sources of income, The premiums for this policy will continue to be paid by the employer.
- E. HRW Retirement Savings Plan (403(b) Plan)
1. Employees are eligible to participate in the HRW Retirement Savings Plan.
 2. Employees will be allowed to contribute the maximum amount provided by federal law.
 3. After two (2) years of continuous service, HRW will contribute ten percent (10%) of the employee's annualized salary into the 403(b) Plan on a regular basis.
 4. Assets in employee accounts are 100% vested when deposited.

Section 2. For the duration of this Agreement, the Employer shall maintain these benefits, at a comparable level as in effect at the date of this Agreement. Notwithstanding the above, the parties understand and agree that plan design and insurance carriers may be changed during the term of this Agreement in the sole discretion of the Employer, and that minor changes in benefits may result. Any changes will be equally applicable to non-union US employees.

Section 3. In the event, during the life of this Agreement, HRW proposes to amend any of the existing employee benefit plans, programs and/or policies in a manner that materially affects these benefits, it will, before doing so, notify the Union of the proposed amendment(s) and afford the Union a period of thirty (30) calendar days for bargaining on said proposal provided however that no amendment may be made in the employee benefit plans, programs and/or policies which

would materially affects the benefits provided thereunder as they apply to employees represented by the Union without its consent.

ARTICLE 20

EDUCATION BENEFIT

Section 1 — Reimbursement. Employees, who have passed their probationary period, shall be fully reimbursed up to Two thousand dollars (\$2,000.00) per year for successful completion of educational programs, training programs and certifications directly related to their work at HRW and brings value to HRW, provided the divisional director has given prior approval for the respective program. Also included in this category or reimbursement are any reputable professional society or association dues/fees related to any degree or professional certification that the employee brings to HRW, as well as continuing education requirements that the employee must complete in order to maintain good standing under applicable licensing or other applicable regulations (where such license or good standing is directly related to their role and brings value to HRW).

Section 2 — Cash Advance. Employees taking advantage of the tuition reimbursement program are eligible to receive a cash advance from HRW for the purpose of paying tuition required for educational coursework or training programs directly related to their work at HRW. In order to receive an advance for tuition, in addition to obtaining approval from the divisional director, the employee must submit evidence of the cost from the school or training program. Proof of payment must be submitted to Finance within two (2) weeks of receiving the advance. Proof of payment shall be in the form of a receipt detailing the expense.

Section 3 — Repayment to the Employer. The employee will be required to enter into a separately signed wage deduction agreement providing reimbursement to the Employer for the full cost of the coursework or training if the employee fails to successfully complete the education coursework or training program. If an employee (i) leaves HRW prior to the completion of the course; or (ii) does not successfully complete the course; or (iii) fails to submit proof of payment; employee will have the outstanding cash advance deducted in equal amounts from the employee's next six paychecks or from employee's final paycheck, where applicable, in accordance with the above-referenced wage deduction agreement to ensure that the full amount has been repaid.

Section 4 — Programs Directly Related to Job Duties. Employer shall pay the entire cost of programs or training directly related to the employee's job duties or adds value to their job duties, in the judgment of HRW, when the employee's supervisor requests such training as necessary for the job, and when the particular program has been approved by the Chief People Officer.

ARTICLE 21

TRANSIT REIMBURSEMENT

Section 1. The Employer shall provide all US employees the option of participating in Commuter Transit Benefit and Qualified Parking Exclusion reimbursement programs, as promulgated by the IRS, funded by employee deductions from pre-tax salary.

A. This benefit will be capped at \$300 per month, the maximum rate determined by the IRS for 2023, This amount will be increased to the maximum cap as set forth for future calendar years by the IRS.

B. To qualify for this benefit, the employee must provide, in an annual enrollment form submitted prior to the calendar year, a written attestation, certifying the type of expense requested, Thereafter, the employee will have to provide substantiated evidence, on a monthly basis per existing procedures for reimbursement of this expense.

Section 2. The Employer will pay for one parking space located within walking distance of the office for each unit member in Los Angeles.

ARTICLE 22

HIRING, TRANSFERS & PROMOTIONS

Section 1. HRW shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, HRW shall give consideration in good faith, to qualified individuals within its existing workforce who apply and any eligible applicants in accordance with its policies and procedures. All vacancies within HRW shall be posted on HRW's website. The posting shall include the title, relevant compensation information, and sufficient details regarding qualifications and responsibilities to adequately describe the vacancy. The vacancy shall remain posted for at least a period of seven (7) calendar days, which shall be spread between two (2) workweeks.

Section 2. Successful applicants will be chosen based on their qualifications relevant to the vacancy, such as education, experience, skills, and job-related knowledge. Qualifications for a position shall be determined by HRW, Where in HRW's judgment the qualifications of an internal applicant and an outside applicant are substantially

equal, HRW will make a job offer of the union position to the internal applicant, provided that application of such internal candidate does not undermine HRW's efforts to foster diversity, equity and inclusion in hiring.

Section 3. Transfers. Employees may voluntarily request, in writing, to be transferred to another office location within the United States to perform the same or similar functions they currently perform provided there is a need in the receiving office location. The written request shall specify the reason(s) for the requested transfer, Employees that are approved for a transfer, will not be eligible for the relocation allowance pursuant this Article.

Section 4. Promotions. Promotions are solely within the discretion of the Employer except where agreed to in the Sidebar letter regarding promotions dated June 30th 2016, and the early promotions, Both are attached as Appendix A and B to this Agreement.

Section 5. Anytime an employee moves to another job title, they can subsequently retreat to the former position within three (3) months, if they or their supervisor believe the new position was not a good fit for them. A vacancy must exist in the former position in order for a retreat to be initiated, The Employee will be allowed to voluntarily retreat only if a vacancy exists and will be treated as though they never left their former position. If there was a salary increase in the new job, after retreating, they will return to the former salary level.

Section 6. Upon request from the Union, the Employer will provide the Union, in writing, the names, titles and wages of all candidates selected, transferred or promoted under this Article within two (2) weeks of the request.

Section 7. An employee will be eligible for reimbursement of relocation expenses when they are required by Employer to

relocate from a location agreed upon when they were hired to another office of Employer if the new residence is more than fifty (50) miles from the employee's former address on record with Employer. This would not include employees who request and are granted a transfer from an existing location for personal reasons unrelated to HRW business, Employees who meet the eligibility requirement outlined above will receive reimbursement for reasonable moving expenses incurred, supported by original receipt(s), not to exceed ten thousand dollars (\$10,000), to relocate.

Section 8. The determination of qualifications for employment at HRW and which individuals are given offers of employment are within the sole discretion of Employer and cannot be contested by the Union with the limited exceptions of cases of discrimination or violations of law.

ARTICLE 23**COMPENSATION****Section 1 — Base Salary Scale.**

A. Effective July 1, 2023, the minimum salary will increase by the following amounts:

	July 1, 2023 New Mins
Office Assistant	\$22
Receptionist	\$49,356
Associate	\$58,000
Senior Associate/Coordinator	\$62,060
Senior Coordinator	\$66,404
Office Administrator	\$57,600
Mailroom Manager	\$57,600

B. Minimum salaries will increase in future years as follows:

	July 1, 2024 3.45%	July 1, 2025 0%
Office Assistant	\$22.76	\$22.76
Receptionist	\$51,059	\$51,059
Associate	\$60,001	\$60,001
Senior Associate/ Coordinator	\$64,201	\$64,201
Senior Coordinator	\$68,695	\$68,695
Office Administrator	\$59,587	\$59,587
Mailroom Manager	\$59,587	\$59,587

	July 1, 2026 1%	July 1, 2027 3%
Office Assistant	\$22.99	\$23.68
Receptionist	\$51,569	\$53,116
Associate	\$60,601	\$62,419
Senior Associate/ Coordinator	\$64,843	\$66,788
Senior Coordinator	\$69,382	\$71,463
Office Administrator	\$60,183	\$61,989
Mailroom Manager	\$60,183	\$61,989

Section 2 — Annual Increase for Current Employees.

- A. Effective July 1, 2023, each employee current salary will have a one-time adjustment based on the following:

Office Assistant	4%
Associate	11.54%
Senior Associate/Coordinator	12.44%
Senior Coordinator	12.44%

- B. Each employee shall receive an annual increase to their straight-time salary for the term of this agreement as follows:

As of 7.1.24	As of 7.1.25	As of 7.1.26	As of 7.1.27
3%	3%	3%	3%

Section 3 — Minimum Experience, Education and Language Differentials. Each employee shall receive a one-time salary adjustment in the amount specified for each instance of the following directly work-related skills or experience attributes.

- A. For current employees, that are fluent in a language other than English who can demonstrate the skill has been of direct benefit to HRW, those with one or more years of full-time work experience directly related to their job will receive a one-time salary adjustment in the amount of the difference between the original adjustment they received and the below specified amounts.
- B. Employees fluent in a language other than English who can demonstrate the skill will be of direct benefit to HRW, will receive \$1,353.00 with an adjustment of \$675.00 per each additional foreign language up to a total maximum of \$2,703.00.
- C. Those with one (1) or more years of full-time work experience directly related to their job or that adds value to their job:
 - 1. for 1 year, \$881.00
 - 2. for 2 years, \$1,218.00
 - 3. for 3 or more years, \$1,624.00
- D. Effective July 1, 2023, there is no longer a differential for possessing a graduate degree, Employees that were hired prior to July 1, 2023 will continue to receive a differential of \$948.00.
- E. If the total allowance that employee is calculated to receive is higher than the minimum salary of the next level pursuant to this Agreement, the employee will be placed on that level.

Section 4 — Longevity Increase. After five (5) years of continuous service, employees will receive a one-time salary increase of \$1,624.00.

Section 5 — Calculating Salary. In calculating salary, annual raises will be applied, and if the resulting amount is below the

minimum salary for the position, the salary amount will be raised to that minimum amount.

Section 6 — Overtime.

- A. All Unit members will be paid time and a half for any work performed above forty (40) hours per week in a Monday through Sunday week ("overtime").
- B. Double-time premium pay will be paid for work performed above fifty-five (55) hours per week in a Monday-Sunday week.
- C. Sick days, personal days, holidays, and vacation days shall count as "work performed" in any given week for the purpose of calculating overtime for union members. No other time off will count as time worked.
- D. No employee is authorized to work overtime without the relevant supervisor's advance written (or e-mail) permission.
- E. To address the exceptional situation in which it is foreseen that a pressing overtime work need will arise at times when the supervisor is not available to grant permission, the supervisor, at their discretion, may choose to pre-approve a category of overtime work that can be performed without the supervisor's sign-off on the day the overtime work takes place; in such cases, the employee will email the supervisor prior to beginning the overtime work, referencing the supervisor's pre-approval of the type of overtime work in question and will email the supervisor again upon completion of the work, so that the supervisor has timely notice and a full record of the overtime that was worked. Supervisors will discuss overtime policy and any pre-approved categories of overtime work with newly hired union members within one month of their entry into the union and will submit a description of any pre-approved categories to the Chief People Officer.

Section 7 — Weekend Work.

- A. If an employee is required to work on a Saturday or Sunday, those hours worked will be paid at a premium rate of time and a half (1½).
- B. If an employee's supervisor asks the employee to come into the office on a weekend, they will be guaranteed a minimum of three hours of work time or three hours' pay in lieu thereof.
- C. In either case, the supervisor's advance written authorization is required as set forth in the preceding section. Employees required to work in the office on the 6th or 7th day of the work week for four (4) hours or more shall be entitled to lunch money in accordance with HRW's expense policy the expense reimbursements provisions of this Agreement.

Section 8 — Holiday Work.

- A. An employee required by their supervisor to work on Employer's holidays referenced in Article 14 will receive a premium pay rate of time and a half (1½) for all hours worked on the holiday.
- B. The Employer will grant compensatory time in the number of hours worked, to be taken on a day mutually agreed upon. The supervisor's advance written authorization for holiday work is required as set forth in section 6 of this article.

Section 9 — On Call.

- A. All employees must record on their time records all time that they are "on call" outside of regular working hours, at the request of their supervisor or other staff member they support, during which time they are required to remain near their workstation or home computer and cannot use the time effectively for their own purposes.

- B. Such time shall be compensated at the applicable straight or overtime rate. There shall be no duplication or pyramiding of overtime or other premium pay.

Section 10 — Workload Allowance.

- A. New tasks or duties assigned to any employee by management must be informed prior to the assignment, In the event of a planned departure, those new duties or tasks must be outlined in a plan prior to the departure or exiting (either permanently or temporarily including any leave of absence whether paid or unpaid) of any HRW employee, Those tasks could include performing additional work of (1) management, (2) a job title with a higher wage rate/grade, (3) assign coverage/acting roles or (4) additional work from other employee(s) of the same or lower wage/grade, In such cases, the employee will be paid a temporary coverage differential. This assignment could be directly given or as part of a work-coverage plan, but it must be informed to the employee clearly with the expectations and the compensation they will receive, based on the level/tier of the additional work, The coverage allowance plan will be implemented:
1. A week after the exiting employee leaves, provided they have given two weeks' notice.
 2. In the event the employee gives less than two weeks' notice the coverage allowance plan will be implemented no later than a total of three weeks from when notice was given.
 3. In the rare circumstances where notice is not given, the covering allowance plan will be implemented three-weeks after.
 4. When due to organizational needs, HRW assigns the new tasks or duties to the employee, the allowance will start immediately.

- B. Once approved, any acting/coverage allowance will be made effective from the date the acting/covering assignment was given to the employee,
- C. For incumbent employees who are receiving by covering a colleague, such allowance will cease (1) one-month after a replacement has been found to fill the vacancy the incumbent is covering for, This period is designed to have an effective transition of roles to the replacement employee.
- D. If a represented employee takes on duties normally owned by their supervisor or a higher-level staff member, an acting title should be considered to fall in line with compensation.
- E. Workload Allowance will be paid according to HRW Acting Allowance and Additional Allowance Policies as attached:
 - 1. Management Differential or Job Upgrade/Acting Role: 20% daily allowance.
 - 2. Additional Work for employees in the same or lower title: 15% daily allowance.
 - 3. The daily allowance will be calculated by dividing the employee's annual wage by 260 (regular workdays) and to that daily rate would then be multiplied by the daily allowance percentage.

Example: $\$50k \text{ annual wage} / 260 = \$192.31 \times .20 = \$38.46 \text{ acting allowance.}$
 - 4. New tasks or duties assigned to an Employee shall not exceed more than one (1) year unless the employee and the Union agree to an extension.

Section 11. When an employee is promoted to a role in a higher grade, the employee will receive the greater of:

- A. A seven percent (7%) increase applied to the employee's current pay rate.

B. The minimum rate on the applicable classification.

Section 12. When a demotion occurs due to layoffs or job accommodation requests that are granted, the employee will be pay-protected, and their salary will not be reduced unless the employee subsequently makes a voluntary change of title,

ARTICLE 24

EXPENSE REIMBURSEMENT

Section 1. HRW reimburses its employees for reasonable business expenses, including pre-approved travel expenses, contingent on an employee completing the appropriate expense reporting, supported by appropriate documentation. Business expenses will be reimbursed based on current HRW policies and procedures which may be unilaterally changed by HRW at any time. Any changes will apply to all HRW staff. A copy of HRW's Travel and Entertainment Policy from August 2023 is attached for reference to this Agreement. The Union agrees that it will not post this attachment on the internet.

Section 2. Time spent in local travel at the direction of the HRW after reporting for duty and before release from duty shall be treated as work time with the exception of any frolic and detour.

Section 3. HRW may change and update its existing expense reimbursement policies provided that (a) the level of reimbursed approved expenses and amounts is not materially reduced during the life of this Agreement, or (b) the change is equally applicable to non-union employees.

UNIT WORK

Section 1. Non-bargaining unit employees shall be permitted to do bargaining unit work, provided that such work is not their primary responsibility and does not displace existing bargaining unit positions. Interns, volunteers and work-study students shall continue to be allowed to perform bargaining unit work, Any assignment of bargaining unit work to non-bargaining unit employees shall be done for legitimate organizational needs, but not for the purposes of discriminating against any of the bargaining unit employees (as defined in the No Discrimination Article), circumvent this Agreement nor shall be the cause of layoff of bargaining unit employees or part timing (50% time or less) of full-time employees.

Section 2. HRW will not fill a regular full-time or part-time bargaining unit position that becomes vacant with an outside temporary or a staffing agency for a period of more than one (1) year.

Section 3 — Fixed-Term or Temporary Employee.

- A. A fixed-term or temporary employee is a staff member that is employed either:
1. due to their expertise in a particular area; or
 2. to cover for a leave of absence or temporary vacancy of a permanent employee or position; or
 3. to assist a department/division with temporary excess workload; or
 4. upon the creation of a new program/work requiring a bargaining unit position where funding is not certain beyond an indicated term.

- B. Fixed-term or temporary employees are hired for a finite period of time, with the definite understanding that their employment is to terminate upon a certain date.
- C. The term of a fixed-term or temporary employment assignment will not exceed more than twenty-four (24) months, without the agreement of the Union, except for a fixed-term position hired under Section 3(A)(2), where the period shall not exceed more than twelve (12) months without the agreement of the Union.
- D. After twelve (12) months, fixed-term employees may request a meeting with management to determine whether the assignment or need for any fixed-term employee becomes indefinite; if it's determined that it is the case, HRW will reclassify them as either regular full-time or regular part-time employees.
- E. Any fixed-term employee who has worked continuously for at least six (6) months must be given no less than three (3) months' notice regarding any extension of offer made to them for continued work or the termination of their agreement. Should a notification not be offered to a fixed-term worker within that three (3) month period then HRW shall pay the fixed-term employee the difference between when they were notified and the deadline if they are not given a new contract.
- F. Fixed-term contracts will include the scope of the work, duration and all the necessary information regarding the assignment including provisions to address with management any significant change or departure in the initial assignment that may alter the initial agreement and expectations of the fixed-term employee, The contract will also specify if the employee is hired for a project or for a specific period of time.

Section 4. It is further understood that HRW will not use contractors, temporary employees, and/or agency employees in an effort to displace or undermine the Union or bargaining unit work, it shall not be initiated for the purposes to discriminate against any of its members (as defined in the No Discrimination Article), circumvent this Agreement nor shall be the cause of layoff of regular employees or part timing (50% time or less) of full-time employees.

ARTICLE 26

SENIORITY

Section 1. For purposes of this Agreement, an employee's seniority date shall be the employee's first day of employment with HRW or HRW's non-US charities or entities, as either a bargaining unit or non-bargaining unit employee.

Section 2. Except as provided below, employees shall retain their original seniority date only while continuously employed by HRW. For purposes of this provision, employees shall be deemed continuously employed by HRW while on approved leave of absence from HRW provided they remain employed by HRW during such leave.

Section 3. Employees who are laid off under this Agreement will retain their original seniority date provided they return to employment under this Agreement within twelve (12) months.

Section 4. Former HRW employees who are rehired by HRW in a bargaining unit position under this Agreement will be given a new seniority date based on including all their continuous employment by HRW preceding rehire, less any periods of absence that resulted in loss of their previous seniority date, This provision will also apply to a former HRW employee that

is rehired in a non-bargaining unit position but later on gets transferred back to the bargaining unit.

Section 5. If more than one (1) employee has the same Seniority date, the last two (2) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

Section 6. HRW and the Union agree that in situations where the application of seniority may create conflicts with the diversity and inclusion efforts in the workplace, the Employer and the Union shall meet and bargain in good faith over a substitute process to ensure equity and fairness.

ARTICLE 27

ADJUSTMENT TO THE WORKFORCE

Section 1. In the event HRW determines that a layoff becomes necessary during the term of this Agreement due to lack of work or funding, HRW will first advise the Union prior to notifying the affected employee(s), The notification shall include the job titles impacted, the seniority dates of employees, the organizational reason for the layoff and the projected layoff date, At the request of the Union, the Parties will meet to discuss and bargain over issues related to the layoffs and/or reorganization plans affecting bargaining unit employees to the extent not already covered by this article, including good faith strategies to mitigate the need of layoffs, The parties will work together to ensure that a layoff of bargaining unit members is the last resort,

Section 2. Employees will be offered six (6) weeks' notice following the layoff notice to the Union. This will be divided between three (3) weeks of active work and three (3) weeks of working only as requested (also known garden leave).

- A. During the leave period, employees must be on call and available to work and fulfill their job responsibilities as needed.
- B. If an employee begins full-time alternative employment during the notice period, the period will end at that time, since it is meant to provide support for employees while they seek such alternative employment, Any unused notice period will not be converted into severance or other pay.
- C. If any legally required notice period exceeds six (6) weeks, the employee will receive the longer notice period.
- D. If an employee wishes to leave employment before the notice period ends (whether to begin alternative employment or otherwise), they shall discuss their situation with their manager and HR.
 - 1. HRW will meet with the Union and together will determine, based on remaining operational needs, whether the notice period can be ended early without significant disruption.
 - 2. If suitable arrangements to avoid work disruption are identified, the early departure will be approved, and the notice period will end on the agreed date.
 - 3. In such a case, the employee will not be paid for what otherwise would have been the remainder of the notice period and the employee will receive the severance pay and benefits they would have received if the notice period had run its course.
 - 4. Employees who plan to leave during the notice period will provide notification at the earliest opportunity.

Section 3. In the event that HRW determines that the number of individuals in a particular title, particular program or department needs to be reduced due to lack of work or funding, HRW will offer all such employees in the affected

job title, program or department a voluntary buy-out option (the opportunity to voluntarily resign and receive the layoff allowance as defined in this article). This buy-out option will be offered on a seniority basis, up to the number necessary to alleviate the lay-off need within such at-risk group, Employees that accept such a buy-out-option will be entitled to the same benefits as a regular laid off employee including the garden leave period.

Section 4. If after the voluntary buyouts, there is still a need for reduction in force, the following will apply:

- A. Temporary staff or persons hired through an outside agency and independent contractors, who are not in the bargaining unit but are performing bargaining unit work, will be separated under these circumstances prior to the lay-off of any unit members.
- B. Employees will be given preference subject to their qualifications to perform the remaining work in their respective department or unit.
- C. Where a role needs to be filled in the bargaining unit and there are internal candidates who would otherwise be laid off, and who are qualified for the role (as determined by HRW, in good faith and after due consideration of the candidates' qualifications), they will be given priority placement for the role over external candidates and any other internal candidates.
- D. Internal candidates hired into a new role shall be subject to an initial sixty (60) day trial period, which may be extended by an additional thirty (30) days subject to the mutual agreement of the Union and HRW, If the employee concludes within the trial period that placement in the role does not meet their expectations, the employee will retain access to severance, For the purposes of this section, a new role is defined as a new work opportunity that is different

from the scope, performance and execution of the current function any individual employee is currently performing.

- E. For purposes of job placements described in this Section, required skills also include those that an employee currently lacks but reasonably could be expected to acquire with training over a sixty (60) day period.
- F. If two or more internal candidates, who would otherwise be laid off, apply for the same vacancies, HRW will select the most qualified candidate, Where qualifications are relatively equal, in the judgment of HRW, it shall select the most senior.
- G. An employee who is not given a job offer will be provided with the general reasons why they were not selected for the job offer.
- H. An employee to whom a job offer has been made has twenty-four (24) hours to accept the job offer after which it will be considered rejected and will then receive the equivalent layoff allowance, If any of the senior qualified candidates decline, HRW will proceed to offering the position to the next candidate in seniority order.

Section 5. When a potential laid-off employee changes jobs to avoid a layoff, and the change occurs to a lower paid position the change will be considered an involuntary demotion and the employee's pay will be adjusted in accordance with Article 20, Compensation.

Section 6. A former laid off employee and who files an application for employment, will be given priority consideration over other applicants for vacancies for which they qualify, for a period of one year (1) year from the date of layoff and will be given preference for an introductory interview with a Human Resources staff member in connection to the vacancy.

Section 7 — Layoff Allowance. If after applying the above steps, a layoff is still necessary, employees will be laid off at their respective job location(s) in inverse seniority order by their respective titles, listed in Article 20(1)(A), Employees who are laid off pursuant to this Article, will receive a layoff allowance, as follows:

- A. Definition of Allowance: One (1) month minimum severance payment plus two (2) additional weeks per year of service, prorated for partial years of service. This is capped at six (6) months. Employees will also receive their accrued but unused vacation time.
- B. HRW will pay for the COBRA coverage for the period as represented by the severance payment (including the vacation time payout) rounded to the next whole month.
- C. Bargaining unit employees will receive severance in a lump-sum payment in accordance with the HRW payroll cycle.
- D. Affected bargaining unit members will execute a CWA-approved General Release and return all equipment and work-related documents to HRW.

Section 8. As to prospective employers outside of HRW, should the HR Department receive any employment inquiries or reference requests with regard to employment of any laid off employee, HRW agrees it shall provide only the following information: dates of employment, last title held, and the employee was involuntarily laid off, HRW is not responsible for inquiries or reference requests not directed to the Human Resources Department.

Section 9. 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.

Section 10. Fixed-term employees who have been with HRW for twenty-four (24) months or more at the projected layoff date are eligible for the provisions of this Article.

ARTICLE 28

NO STRIKE & NO LOCKOUT

Section 1. The Union agrees that during the term of this agreement, the Union and the members of the Union employed by the Employer will not cause, sanction, or take part in any strike directed against the Employer whatsoever (whether sit down, sit in, sympathy, direct, indirect, general or of any other kind), walkout, stoppage of work, delaying of work, or boycott, or any other interference with the operation and conduct of the Employer's business.

Section 2. The Employer agrees that during the term of this Agreement, the Employer will not cause or take part in any lockout against the Union and its members.

Section 3. In the event any violation of Section 1 occurs, which is unauthorized by the Union, the parties agree that there shall be full financial liability on the part of the Union and/or any of its officers or agents, unless the Union advises each and every member of the Union, within forty-eight (48) hours, in writing, sent by email to the personal email addresses of the respective members, that such action is wholly unauthorized and that the involved members shall return to work and cease such action. Union shall save a file copy of these emails, Consistent with the law, Union members will not receive any salary or benefits during such action, HRW and the Union will work together to bring any such unauthorized action to an end. If the involved members do not return to work, HRW, at its discretion, may terminate the employment of those involved in accordance with the applicable law.

Section 4. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action (including but not limited to the temporary or permanent replacement of any employee) in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business, and the Employer shall not direct any employee to cross a primary picket line.

ARTICLE 29

NO DISCRIMINATION

Section 1. The Parties agree that there shall be no discrimination against any current employee because 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 law. The paragraph assumes that employees maintain authorization to work in the United States.

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 refers to the chromosomal, gonadal, and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia and, or in chromosomal structures and hormones; and secondary characteristics such as muscle mass, hair distribution, breasts and/or stature.
- 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.
- B. Have HRW's personnel records reflect changes in name or gender upon request. HRW 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 and an act of workplace discrimination. 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 the Human Resources department. When requested, management and/or Human Resources will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, donors and vendors 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 characteristic.
- F. Access restrooms corresponding to their gender identity. In addition, HRW's preference is for all HRW offices 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. HRW will enter into health insurance contracts that include coverage for gender affirmation surgery and related care.

Section 5. Each bargaining unit member, like all non-bargaining unit staff, are 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. Failure to do so may result in disciplinary action, including, but not limited to termination of employment by HRW.

Section 6. This prohibition includes harassment based on any of the foregoing categories, including sexual harassment. The parties understand and agree that the Employer has policies and procedures on harassment, including the reporting of harassment.

Section 7. If at any time an employee files a claim of discrimination with any state or federal agency, and a determination on the merits of the claim is issued, the employee must decide to either proceed with either the federal/state agency proceeding or with arbitration. The employee understand that they cannot pursue their claim in multiple fora. In such circumstances, the employee shall withdraw, with prejudice, either the federal/state agency proceeding or their grievance and arbitration claim in furtherance of litigating in the sole remaining forum.

Section 8 — Reasonable Accommodations.

A. HRW and the Union agree that nothing in this Agreement prevents HRW from making a reasonable accommodation for a disabled employee when such is required pursuant to the Americans with Disabilities Act. If a request is made

for reasonable accommodation, HRW, after discussion with and submission of relevant and non-confidential information to the Union, shall be permitted to take all action legally required to comply with the Americans with Disabilities Act.

- B. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required and defined by state and/or federal law, including the following definitions:
1. Neurodivergent: differing in mental, cognitive, and/or neurological function from what is considered normal.
 2. Neurotypical: not displaying or possessing differences in mental, cognitive, and/or neurological function from what is considered normal.
 3. Disability will be defined, among other things, an individual who is not able-bodied, able-minded, or neurotypical. This includes physical, sensory, mental, cognitive, intellectual, developmental, and psychiatric disabilities, neurodivergence, and chronic illnesses/ chronic diagnoses.
- C. If 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 HRW 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.

ARTICLE 30

MANAGEMENT RIGHTS

HRW will, at all times, subject to express provisions of this Agreement, have full control of management, personnel, and conduct of its operations, including the right to make any and all decisions relating to its program, budget and staffing, as well as assign, hire, promote, demote, transfer, suspend, and discharge employees for just cause, or lay off employees for lack of work or funding or any other reasons, consistent with this Agreement, and retains any of the rights, powers and authority that HRW had prior to the signing of this Agreement.

Except as modified by this Agreement, all of HRW's policies, rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and HRW may make such modification thereto or additional policies, rules and regulations as may, in its judgment, be necessary and proper for the conduct of HRW's business, to which employees shall comply, provided the same are not inconsistent with this Agreement.

ARTICLE 31

SUBSTITUTION OF NAMED PERSONNEL

HRW will, at all times, subject to express provisions of this Agreement, have full control of management, personnel, and conduct of its operations, including the right to make any and all decisions relating to its program, budget and staffing, as well as assign, hire, promote, demote, transfer, suspend, and discharge employees for just cause, or lay off employees for lack of work or funding or any other reasons, consistent with this Agreement, and retains any of the rights, powers and authority that HRW had prior to the signing of this Agreement.

Except as modified by this Agreement, all of HRW's policies, rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and HRW may make such modification thereto or additional policies, rules and regulations as may, in its judgment, be necessary and proper for the conduct of HRW's business, to which employees shall comply, provided the same are not inconsistent with this Agreement.

ARTICLE 32

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 law or regulation, such terms or provisions shall continue in effect only to the extent permitted by such law or regulation, without affecting or impairing any other term or provision of this Agreement, In the event of such a holding, HRW 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 the HRW as an employer, HRW 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 33

SUCCESSORSHIP

Section 1. This Agreement shall be binding upon the successors and assignees of the parties hereto.

Section 2. In the event HRW is to be transferred or assigned, HRW will notify the Union immediately and upon request, will meet with the Union to engage in bargaining.

Section 3. HRW will give notice to the transferee of the existence of, and operations covered by, this Agreement.

ARTICLE 34

SCOPE OF AGREEMENT

It is understood and agreed that all matters subject to collective bargaining have been covered in this Agreement and that it may not be opened before June 30, 2028 for change in its terms, or additions of new subject matter, except as may be mutually agreed upon by the parties, HRW shall not make any unilateral changes to the terms and conditions of employment specifically enumerated in this Agreement.

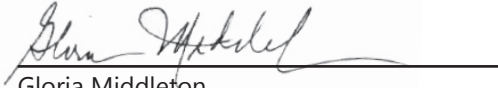
ARTICLE 35

DURATION OF AGREEMENT

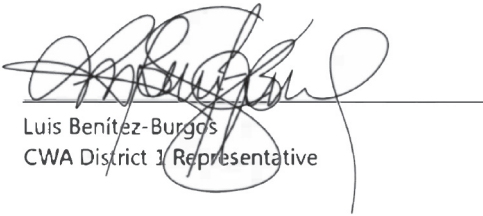
This Agreement shall be in effect from November 8, 2023, through June 30, 2028, except where retroactivity is indicated in Article 23, Section 1-3, It shall be renewed from year to year thereafter unless either party gives notice to the other, at least ninety (90) days prior to the expiration date of the Agreement that it desires to terminate or amend its provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this 8 of November of 2023.

COMMUNICATIONS WORKERS OF AMERICA




Gloria Middleton
President, CWA Local 1180



Luis Benítez-Burgos
CWA District 1 Representative

HUMAN RIGHTS WATCH, INC.



Joseph Lisi
Acting Chief People Officer, Human Rights Watch

SIDEBAR LETTER REGARDING PROMOTION PROCESS

June 30, 2016

[Revised November 2023]

Human Rights Watch (“HRW”) will use its best efforts to comply with the below-outlined Promotion Processes during the course of this collective bargaining agreement:

Promotion Processes

As set forth in Article 30 of the Contract between CWA Local 1180 and HRW, the Employer’s full control of management, personnel, and conduct of its operations includes promotion decisions; nothing in this description of promotion processes should be interpreted to the contrary. The descriptions below are not part of the contract and not subject to the grievance and arbitration provisions therein.

Associate to Senior Associate

Promotion to Senior Associate shall occur in recognition of an Associate’s tenure at HRW and job performance in expectation of continued employment for a reasonable period normally not less than one year. In order to be eligible, an Associate must have completed two years of continuous employment and have a record of superior performance, including a performance rating equal to or higher than “Exceeds Expectations” (a rating of “4” or above or, if the rating point system is not in effect, a declaration by the supervisor that the employee’s performance “exceeds expectations”) in the most recent annual evaluation period, continuing through the date for determining promotion.

Process: Either the Associate or their supervising director may raise the issue of promotion when the above criteria have

been met. Such requests will not occur before the approach of two years of tenure at HRW.

The supervisor should consult with the relevant department director (i.e., Advocacy, Development, Legal & Policy, Media, Operations, Program, etc.) and the Chief People Officer. The request should be evaluated within a reasonable time frame and if all approve, promotion will occur. If an agreement cannot be reached, the Deputy Executive Director for Operations or Executive Director should be consulted for a final recommendation.

Upon approval, the supervising director will confirm the promotion with the Associate. Any salary increase must be approved by Human Resources and will take place upon promotion.

Upon promotion, salary will be increased to the greater of:

- A. A seven percent (7%) increase to the applicable Associate's salary, or
- B. The base salary for the Senior Associate title.

Associate to Coordinator

Promotion to Coordinator may occur only when there has been a distinct and considerable shift in the Associate's job responsibilities requiring specific substantive knowledge or significantly greater exercise of independent judgment, and the Associate has a record of superior performance, including a performance rating equal to or higher than "Exceeds Expectations" (a rating of "4" or above or, if the rating point system is not in effect, a declaration by the supervisor that the employee's performance "exceeds expectations") in the most recent annual evaluation period, continuing through the date for determining promotion. Such a shift in responsibilities must be for the purpose of fulfilling departmental and organizational objectives and typically will not be contemplated until an Associate has at least two years of tenure at HRW or

when the needs of the program or department have changed considerably since the hire and warrant such a change in the Associate's job functions.

Process: Either the Associate or their supervising director may raise the issue of promotion if there has been such a substantive shift and increase in responsibilities or such a change is anticipated. The supervisor should first consult with the relevant department director regarding the possibility for promotion. If the department director agrees that promotion is warranted the supervisor should then consult with the Associate and Chief People Officer and draft a new job description. Human Resources should then evaluate whether promotion is appropriate, including by analyzing the following:

- the degree to which the new position is distinct from the original associate job description and other support staff roles;
- the degree of substantive knowledge necessary to perform the new responsibilities;
- the level of independent judgment and discretion required to perform the new job functions;
- the degree to which the Associate demonstrates an understanding of HRW policies and
- procedures and the ability to act on that knowledge to make independent decisions;
- the Associate's previous (and current) performance evaluation(s).

The requests should be evaluated by Human Resources in consultation with the supervising director and, if appropriate, the Associate, within a reasonable time frame. If the supervising director, the department director, and Human Resources all approve, promotion will occur. If an agreement cannot be reached, the Deputy Executive Director

for Operations or Executive Director should be consulted for a final recommendation. Upon approval, the supervising director will confirm the promotion with the Associate and provide her/him with the new job description.

Upon promotion, salary will be increased to the greater of:

- A. A seven percent (7%) increase to the applicable Associate's salary, or
- B. An increase to the base salary for the Coordinator title.

Directors should discuss with Human Resources the salary they are planning to offer to a promoted staff member; the salary should reflect the revised job description and the employee's profile. Any salary increase will take place upon promotion following final approval by Human Resources.

Rehiring: There is a strong presumption that when the employee promoted from Associate to Coordinator leaves HRW, the position will revert to an Associate post, with the job responsibilities appropriate to that title. The position should be rehired at the Coordinator level only if the supervisor and Chief People Officer agree that the job should still include the additional responsibilities outlined in the Coordinator job description.

Coordinator and Senior Associate to Senior Coordinator

Coordinators and Senior Associates may be promoted to Senior Coordinator in recognition of tenure and job performance and in expectation of continued employment for a reasonable period normally not less than one year. In order to be eligible, a Coordinator or Senior Associate must have completed two years of continuous employment at HRW as a Coordinator or Senior Associate, and have a record of superior performance, including a performance rating equal to or higher than "Exceeds Expectations" (a rating of "4" or above or, if the rating point system is not in effect, a declaration by

the supervisor that the employee's performance "exceeds expectations") in the most recent annual evaluation period, continuing through the date for determining promotion.

Process: Either the Senior Associate/Coordinator or their supervising director may raise the issue of promotion when the above criteria have been met. Such requests will not occur before the approach of two years of tenure at HRW as a Coordinator or Senior Associate.

The supervisor should consult with the relevant department director (i.e., Advocacy, Development, Legal & Policy, Media, Operations, Program, etc.) and the Chief People Officer. The request will be evaluated within a reasonable time frame and if all approve, promotion will occur. If an agreement cannot be reached, the Deputy Executive Director for Operations or Executive Director will be consulted for a final recommendation.

Upon approval, the supervising director will confirm the promotion with the Employee. Any salary increase must be approved by Human Resources and will take place upon promotion.

Upon promotion, salary will be increased to the greater of:

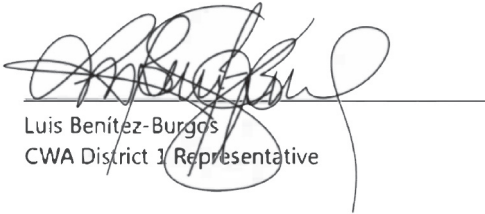
- A. A seven percent (7%) increase to the applicable Employee's salary, or
- B. The base salary for the Senior Coordinator title.

This agreement is not part of the contract and not subject to the grievance and arbitration provisions therein, with the limited exceptions of cases of discrimination or violations of law.

COMMUNICATIONS WORKERS OF AMERICA



Gloria Middleton
President, CWA Local 1180



Luis Benítez-Burgos
CWA District 1 Representative

HUMAN RIGHTS WATCH, INC.



Joseph Lisi
Acting Chief People Officer, Human Rights Watch

EARLY PROMOTION PROCESS

Section 1. Human Rights Watch (hereafter "HRW") is committed to a transparent process in considering promotions for staff. This policy outlines the eligibility and process for support staff promotions prior to HRW's standard 2-year automatic promotion process for these colleagues.

For further guidance on this early promotion process, please send an email to the Human Resources Team (HR) at askHR@hrw.org

Luis Benítez-Burgos
CWA District Representative

Section 2 - Definitions

- A people manager (line manager) is a staff member who has direct supervisory responsibilities over at least one other staff member, regardless of title.
- A support staff member is a staff member with a title of Receptionist, Assistant, Associate, Senior Associate, Coordinator, Senior Coordinator, Research Assistant, Senior Research Assistant, and Operations Administrator (or comparable) based in any location in which HRW operates globally.
- A permanent, or open-ended, position is defined by law as, "employment that is not fixed-term". Such agreements may also have been known as permanent, indefinite, or continuing contracts where there is no fixed end date.
- A temporary/fixed-term staff member is a staff member who is hired for a specific (fixed) term, either to fill in for those on leave or other extended periods of absence, to temporarily fill a vacancy during recruitment, during times of high workload to assist the team on

a temporary basis, or to work on/lead a project for a finite period.

Section 3. Scope and Eligibility. This policy applies to all support staff members globally, whether employed on a full-time, or part- time schedule. It does not apply to temp agency workers or self-employed consultants. The Human Resources Team is responsible for supporting the organization to administer the early promotions process and for assisting teams during the transition and implementation process.

Section 4 — Principles and Standards. The principles below govern this process and its application:

- Clear and transparent processes leading to fair and objective decisions
- Compliance with legal requirements

Standards

Under normal HRW practices, support staff are eligible for an automatic promotion after each two years of service, until such time as they reach the most senior support staff level for their role. Under certain circumstances, support staff may be considered for promotion prior to the standard 2-year time frame (hereinafter referred to as an 'early promotion').

Early promotions can occur when:

1. The support staff member has demonstrated ability to perform all tasks within the current position description with competency and goes beyond expectations to perform assigned duties that are at a higher level of complexity with demonstrated ability and competence in doing so.
2. The organization or team undergoes a restructure, resulting in a permanent substantive change in the duties of the job.

To be eligible to be considered for an early promotion, a staff member should:

1. Have been in their current role for a minimum of 12 months;
2. Be in good standing with an exceptional record of performance and conduct; and
3. Not have been placed on a Performance Improvement Plan (PIP) within the last 12 months.

The evaluation of a staff member's early promotion request should be based on the staff member's consistent level of competency in their current role, as well as the higher-level duties that are assigned. This should include consideration of their level of autonomy and ownership in completing these tasks within their regular job duties and those assigned for professional development and growth.

Early promotions for support staff should primarily be considered as a part of HRW's annual performance review cycle that takes place in September of every year, with effective dates of October 1. However, in exceptional cases where there is a restructure, substantive changes to the role, or justification for an early promotion in line with the requirements outlined above, requests will be considered on a quarterly basis, and therefore effective January 1, April 1, and July 1, in addition to October 1.

In these cases, managers should consult with their manager and Divisional Director and with Human Resources with justification for the requested proposal for consideration prior to any changes being made to the job to ensure everyone is aligned on the duties and expectations for the staff. If at any time staff feel that these changes have been made without going through the procedure outlined below, they should contact Human Resources. If staff don't feel comfortable raising these issues directly to HR, they can consult a US Union Representative (US staff only), a Support Staff Management

Forum (SSMF) Representative, or another leader with whom they feel comfortable, who can help them raise this or who can follow up directly with HR.

Section 5 — Early Promotion Process. The process for an early promotion request for support staff is described as follows (a flow chart can be found in Appendix 1):

1. The line manager and the support staff member both have the ability to raise interest in considering an early promotion once the criteria outlined in Section 4 above have been met.
2. The line manager consults with their manager and Divisional Director regarding the possibility and rationale for promotion. If there is agreement that a promotion request is warranted, the line manager will provide the relevant form (Appendix 2) and any supporting documents as well as a draft new job description to their Department Head to be included in the discussion with HR, either as a part of either the annual promotion process or one of the quarterly review periods.
3. The relevant Division and Department Heads will consult with Human Resources to evaluate whether an early promotion is appropriate, including by analyzing the following:
 - The staff's general performance, including by examining their annual performance evaluation(s) and/or their introductory period review, as well as the date the staff member was hired and when the last promotion took place (if applicable) to ensure eligibility.
 - Documented support of the staff member meeting, and in some cases exceeding, the requirements of the current position description. This documentation should be made in direct reference to each duty of the current job description with specific examples of how

the staff member has met or exceeded the criteria of that responsibility.

- In the case of promotion due to a restructure/job change, details on the degree to which the new position is distinct from the original job description and a justification of the new level.
4. The requests will be evaluated by Human Resources in consultation with the line manager and, if appropriate, the staff member, within a reasonable time frame (no longer than one month since the initial request has been submitted). After an evaluation of the submitted documents, if all parties approve, an early promotion will occur, effective the first day of the next quarter (January 1, April 1, July 1, or October 1). If an agreement cannot be reached, the Chief People Officer will be consulted for a final decision.
 5. Upon approval, the line manager will confirm the early promotion with the staff and will share the draft of the new job description mentioned in step 2 with the staff member to agree on and finalize. Should Unionized staff who have requested an early promotion elect to, they can consult with a US Union Representative before finalizing.
 6. After the promotion, the line manager should maintain regular one-on-one check-ins with the support staff member, making sure they receive the support, clear objectives, and feedback necessary to succeed in their new role.

If either the line manager or staff member is experiencing challenges in the new role, it is recommended that they reach out to Human Resources as soon as possible.

If a support staff member believes they are doing work above their current job level, but the line manager doesn't, they may submit the form in Appendix 2 directly to Human Resources,

who will evaluate if a promotion or an acting/additional allowance is appropriate based on the circumstances. If Human Resources agrees that there is evidence for a possible early promotion or an acting/additional allowance, they will communicate that to the line manager and follow the typical process.

Section 6 — Compensation. Upon early promotion, the staff member's salary will be increased to the greater of either:

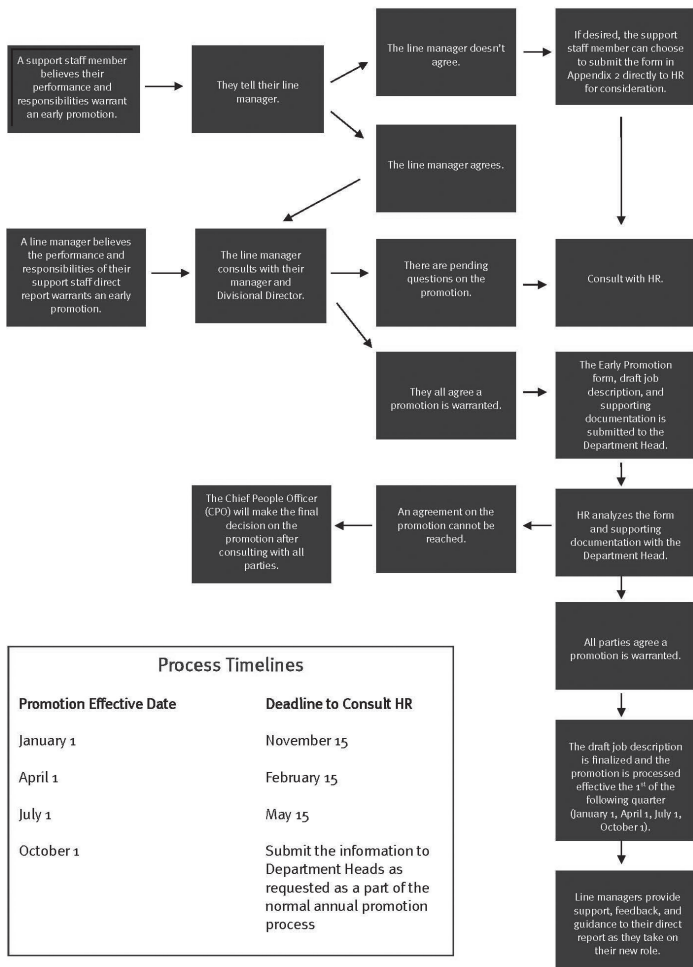
- A. An eight percent (8%) increase to the staff's salary, OR
- B. An increase to the base salary for the new job title.

Human Resources will communicate the updated salary to the manager and the staff member once it has been processed and the job description is agreed upon.

Section 7. Further Advice. Further advice on the operation of this policy can be obtained from Human Resources by sending an email to the HR Team inbox: askHR@hrw.org.

This Policy will be applied only if these rules do not contradict the local labor laws; in case of discrepancies the in-country labor law and procedures will prevail.

Appendix 1 — Process Flowchart and Deadlines.



Early Promotion Form.

To be completed by the relevant line manager, support staff member, and HR.

Job Information

Job title	
Staff member name	
Location	
Staff member start date	
Manager's name and job title	
Date Received by HR	

Rationale

Provide documentation and explanation for the early promotion request including the following:

- How the support staff member has met the full requirements of the current role, specifically referencing each point on the current job description, including the level of autonomy and ownership of the duties.
- Summary of duties performed of higher-level complexity with demonstrated ability and competence in doing so.
- Any special achievements and successes they have had within their time in this role.
- If applicable/available, prior Annual Performance Review(s)/Introductory Period Reviews documenting good performance.
- Attach an edited version of the current job description to reflect the new duties that will be taken on with the promotion.
- Ensure that the criteria for consideration for an early promotion is met, as outlined in the Global Internal Early Promotions Procedure for Support Staff.

Name:	Date:
Signature:	

HR recommendation

HR will ensure that the staff has acquired the required skills and competences to warrant the promotion.

Name:		Date:
Signature:		

Authorization

Line manager

Name:		Date:
Signature:		

HR

Name:		Date:
Signature:		

CPO

Only required if there is a disagreement between all the parties.

Name:		Date:
Signature:		

MEMORANDUM OF UNDERSTANDING REGARDING NEUTRALITY & VOLUNTARY RECOGNITION

This agreement between CWA and Human Rights Watch, Inc., a New York Not For Profit Corporation, ("HRW" or "the Organization") addresses Union organizing and voluntary recognition in job titles at the Organization.

The parties agree as follows:

1. Neutrality.
 - a. The Organization agrees, and shall so instruct all appropriate managers, that the Organization will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.
 - b. For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Organization, express any opinion for or against Union representation of any existing or proposed new bargaining unit, covered by the terms of this Agreement, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, the Directors, Officers and members of the Management Executive Committee shall not make any statements or representation as to the potential effects or results of Union representation on the Organization or any employee or group of employees.
2. Voluntary Recognition Procedure.
 - a. When requested by the Union, the Organization agrees to furnish the Union a list of employees in an appropriate bargaining unit which it seeks to represent, The list of employees will include the work location, job

title, home address, personal email and personal phone number (if available).

- b. The appropriate bargaining unit for bargaining shall be consistent with the unit established by the parties in their current collective bargaining agreement,
 - i. If either HRW or the Union believes that the established unit(s) for recognition is no longer appropriate due to organizational changes, the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit.
 - ii. In the event the parties are unable to agree, after negotiation in good faith for a reasonable time, but not to exceed sixty (60) days, the issue of the description of such unit shall be submitted to arbitration with the Federal Mediation and Conciliation Service (FMCS), The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberation by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews.
- c. The Union shall submit to an agreed upon Neutral, proof of majority status of fifty percent plus one (50%+1) for voluntary recognition of signed and dated cards using the language set forth in Attachment 1,
- d. HRW will have two (2) weeks to provide both CWA and the agreed upon Neutral a copy of the current members to be included in the bargaining unit,
- e. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review of the signed and dated authorization cards from the list.

- f. Upon review of the cards submitted the Neutral will promptly issue a letter either (1) certifying that a majority of the employees designated the Union as their bargaining agent ("Certification"), or (2) stating a finding that a majority of the Employees did not designate the Union as the bargaining agent.
3. By and upon the issuance of Certification, HRW will recognize the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit and will be included within the existing Collective Bargaining Agreement between the Union and HRW, The parties will negotiate over any specific modification to the CBA that may be necessary for the new bargaining unit.
4. Access Agreement. After HRW offices have officially reopened and as soon as reasonably practicable after a request by the Union for access, management and Union representatives will meet to discuss the details related to reasonable access to the unit by Union representatives, The Union will be allowed reasonable opportunities for access to HRW offices and to communicate with prospective members, It is the intent and commitment of the parties that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of HRW generally and, specifically, the unit which is the subject of the organizing campaign.
5. Dispute Resolution
 - a. Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, HRW senior management and appropriate CWA District 1 representatives, It is the intent and desire of HRW and the Union that such matters be dealt with and are best dealt with by and between the parties

themselves, without having to resort to the assistance of a third party.

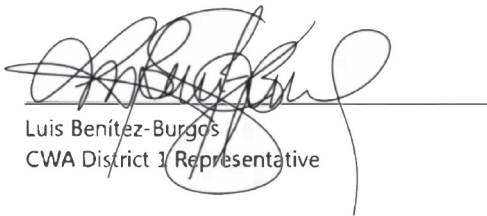
- b. In the event that the parties are unable to resolve their disputes after a good faith effort, the matter may be submitted to arbitration pursuant Article 12 of the 2023 Collective Bargaining Agreement.
- c. All expenses resulting from the use of the AAA process shall be shared equally by HRW and the Union.

In witness thereof, the parties have executed this Agreement on November 8, 2023.

COMMUNICATIONS WORKERS OF AMERICA




Gloria Middleton
President, CWA Local 1180



Luis Benítez-Burgos
CWA District 1 Representative

HUMAN RIGHTS WATCH, INC.



Joseph Lisi
Acting Chief People Officer, Human Rights Watch

Attachment 1.

UNION REPRESENTATION AUTHORIZATION Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union. I have voluntarily accepted membership in the Communications Workers of America (CWA) AFL-CIO and expressly declare that this union shall be my exclusive representative in collective bargaining over wages, hours and all other terms and conditions of employment.

I understand that if the CWA presents cards for recognition signed by at least 50% plus one of the employees eligible to be in the bargaining unit, HRW will recognize CWA as the bargaining representative of employees in the appropriate bargaining unit without a representation election being conducted by the National Labor Relations Board and that HRW, would bargain with CWA concerning the terms and conditions of my employment or apply the collective bargaining agreement which may already cover the bargaining unit in which I am employed.

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Date: _____

Work Location: _____

Title: _____ Department: _____

Home Phone: _____

Cell Phone: _____

Signature: _____

APPENDIX D

LETTER OF AGREEMENT ON THE ESTABLISHMENT OF A CAREER DEVELOPMENT PATH WORKING GROUP

The purpose of the Working Group is to address and enhance career development opportunities for employees within the bargaining unit represented by CWA at Human Rights Watch. The Working Group will consist of up to four representatives from CWA and four representatives from HRW, selected by each respective party.

1. **Composition and Meetings:** The Working Group shall consist of four representatives from CWA and four representatives from HRW. The Group will convene as necessary, with meeting schedules and agendas to be mutually agreed upon by both parties.
2. **Objective:** The primary objective of the Working Group is to develop comprehensive guidelines and recommendations aimed at creating a new program to facilitate professional growth opportunities for employees within the bargaining unit. This program aims to ensure job security and establish clear pathways for career advancement within Human Rights Watch.
3. **Responsibilities:** The Working Group will undertake a thorough review of existing practices and employee feedback to formulate recommendations. It will present its findings and proposals to both CWA and the Executive Leadership of HRW for consideration and if approved, implementation, The parties will engage in bargaining to the extend required under the law.
4. **Timeline:** The Working Group shall aim to complete its guidelines and recommendations within one year from the

ratification of the 2023 Collective Bargaining Agreement, allowing for flexibility based on the complexity of the task.

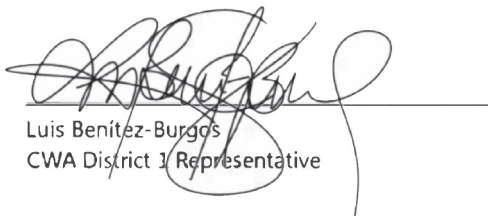
This agreement represents the commitment of both the Communications Workers of America and Human Rights Watch to foster a workplace environment that promotes professional growth and provides viable pathways for career development for all employees within the bargaining unit.

In witness thereof, the parties have executed this Agreement on November 8, 2023.

COMMUNICATIONS WORKERS OF AMERICA



Gloria Middleton
President, CWA Local 1180



Luis Benítez-Burgos
CWA District 1 Representative

HUMAN RIGHTS WATCH, INC.



Joseph Lisi
Acting Chief People Officer, Human Rights Watch



CWA1180.ORG

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