

***NOT A PUBLIC DOCUMENT***  
***FOR INTERNAL REFERENCE***  
***FOR STAFF ONLY***

**CONTRACT BETWEEN CWA LOCAL 1180  
AND  
HUMAN RIGHTS WATCH**

**JULY 1, 2011-JUNE 30, 2016**

# **Agreement**

## **TABLE OF CONTENTS**

<b>ARTICLE 1. UNION RECOGNITION.....</b>	<b>4</b>
<b>ARTICLE 2. UNION SECURITY .....</b>	<b>4</b>
<b>ARTICLE 3. UNION RIGHTS .....</b>	<b>5</b>
<b>SECTION 1. UNION VISITATION .....</b>	<b>5</b>
<b>SECTION 2. SHOP STEWARDS.....</b>	<b>5</b>
<b>SECTION 3. BULLETIN BOARD .....</b>	<b>5</b>
<b>SECTION 4. EMPLOYER FACILITIES .....</b>	<b>6</b>
<b>ARTICLE 4. INTRODUCTORY PERIOD.....</b>	<b>6</b>
<b>ARTICLE 5. LABOR-MANAGEMENT COMMITTEE.....</b>	<b>6</b>
<b>ARTICLE 6. TRAINING.....</b>	<b>7</b>
<b>ARTICLE 7. HEALTH AND SAFETY.....</b>	<b>7</b>
<b>ARTICLE 8. PERFORMANCE EVALUATIONS.....</b>	<b>7</b>
<b>ARTICLE 9. JOB DESCRIPTION FOR WORKLOAD ASSESSMENT.....</b>	<b>7</b>
<b>ARTICLE 10. CONSULTATION PROCEDURE.....</b>	<b>8</b>
<b>ARTICLE 11. GRIEVANCE PROCEDURE.....</b>	<b>9</b>

**ARTICLE 12. HOURS OF WORK .....11**

**ARTICLE 13. LATE NIGHT WORK.....11**

**ARTICLE 14. HOLIDAYS.....12**

**ARTICLE 15. LEAVE.....12**

**ARTICLE 16. BENEFITS.....15**

**ARTICLE 17. EDUCATION BENEFIT .....16**

**ARTICLE 18. HEALTH BENEFITS FOR PART-TIME EMPLOYEES .....16**

**ARTICLE 19. TRANSIT REIMBURSEMENT.....17**

**ARTICLE 20. COMPENSATION .....18**

**ARTICLE 21. UNIT WORK .....20**

**ARTICLE 22. STRIKE AND LOCKOUT .....20**

**ARTICLE 23. NO DISCRIMINATION.....20**

**ARTICLE 24. MANAGEMENT RIGHTS.....21**

**ARTICLE 25. SUBSTITUTION OF NAMED PERSONNEL.....20**

**ARTICLE 26. SCOPE OF AGREEMENT .....22**

**ARTICLE 27. SEVERABILITY .....22**

**ARTICLE 28. DURATION OF AGREEMENT.....22**

**ANNEX I: CWA POLICY ON AGENCY FEE OBJECTIONS.....23**

**SIDEBAR LETTER REGARDING PROMOTION PROCESS.....25**

**Parties to the Agreement:**

This Agreement is made and entered into this 1<sup>st</sup> day of June, 2011 by and between HUMAN RIGHTS WATCH, INC., hereinafter referred to as “Employer” or “HRW” and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1180, hereinafter referred to as the “Union”.

**Article 1. Union Recognition**

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), and receptionists regularly employed by the employer at its offices New York, Washington, D.C., Los Angeles; San Francisco, and such other offices in the United States as the Employer may open during the term of this agreement. “Regular part-time employees” for the purposes of this Agreement are those employees 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.

**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.

**Article 2. Union Security**

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. 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” appended to this Agreement as Annex I. 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.

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. 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**

Within one month of the execution of this Agreement, the Union shall supply the Employer with a list of all accredited union officers and personnel not employed by Employer who represent the bargaining unit described in Article 1 above. These duly authorized representatives shall provide advance notification to the Executive Director or his designee 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. The union officer or representative shall promptly notify the Director or his 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**

The Union may designate up to four shop stewards (two in the New York office and one each in the Washington, D.C. and Los Angeles offices) to represent unit members. The Employer will recognize the shop stewards whom the Union designates upon the Union's confirmation in writing.

Shop stewards may receive time off with pay from regularly scheduled work up to a maximum of five (5) hours in any given week in the aggregate and a total of one hundred and fifty (150) hours in the aggregate annually for the purposes of orienting new bargaining-unit employees, investigating and representing unit members on grievances, disciplinary proceedings or work assignment consultations, as set forth in Articles 10 and 11. The shop steward shall make all reasonable attempts to notify his or her supervisor at least twenty-four (24) hours in advance, and make all reasonable efforts to ensure such work will not interfere with his or her job responsibilities or the operations of HRW. Except as specifically provided above in this section, shop stewards shall not be compensated by the Employer for their shop steward duties and shall not perform such duties during regularly scheduled work hours.

#### **Section 3. Bulletin Board**

The Employer agrees to provide one bulletin board in each office (New York, Los Angeles, Washington D.C.) 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.

#### Section 4. Employer Facilities

The Employer shall make available to employees who are members of the bargaining unit its conference rooms and videoconference 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 videoconference 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.

Such meetings generally should be scheduled before or after working hours. However, 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 work day subject to management approval, which shall not be unreasonably denied. Time spent on such meetings shall not be counted as work time or compensated. Except as provided elsewhere in this Agreement, Union business must be conducted during non-work hours.

#### **Article 4. Introductory Period**

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 months. No layoff, discipline or discharge during the introductory period shall be subject to the grievance and arbitration procedure.

#### **Article 5. Labor-Management Committee**

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.

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.

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.

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

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.

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

#### **Article 6. Training**

There shall be a minimum of four training sessions each year, unless the parties mutually agree to fewer. The Employer will provide time, space and resources for such training.

#### **Article 7. Health and Safety**

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.

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.

#### **Article 8. Performance Evaluations**

All employees shall receive performance evaluations from their immediate supervisors. Each employee should have a formal performance review at the end of his or her 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.

#### **Article 9. Job Description for Workload Assessment**

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. Employees may not refuse to take on responsibilities or assignments, regardless of whether they are listed in their job description or not.

- i. The employee's primary supervisor and the Director of Human Resources or his/her 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): employee is transferred to another supervisor and/or department; or
- ii. employee is promoted to a position still within the bargaining unit; or
  - iii. staff positions (not the individual) supported by the employee are modified; or
  - iv. 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,
  - v. employee is working significant amounts of overtime for at least four (4) weeks in a row to complete regular job functions.

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.

The employee's primary supervisor or the Director of Human Resources will document decisions made and set a follow-up meeting within two (2) months of original meeting to assess workload and the result of the Article 9 meeting.

Disputes over major changes to job assignments must be resolved through the Consultation Procedure with reference to its terms and definitions. An employee may not refuse to take on assignments or responsibilities. This provision is not subject to the grievance and arbitration provisions of this Agreement.

## **Article 10. 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 the Employer concerning the application or interpretation of HRW written policy, workload assessment as defined in Article 9 above, inappropriate work assignments as defined below, 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

*Step 1:* The affected employee shall first attempt to resolve the issue with her/his 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 his or her 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.

*Step 2.* If the determination at Step 1 is not satisfactory, the affected employee may appeal within five (5) working days such determination to the Director of Human Resources. The Director of Human Resources shall meet with the Union and any affected employees and supervisors within five (5) working days of receipt of the appeal and shall attempt to resolve the matter subject to consultation. The Director of Human Resources may also invite another staff member to be present for this discussion. The Director of Human Resources shall issue a written determination within ten (10) working days of such meeting.

*Step 3.* If the determination at Step 2 is not satisfactory, within five (5) working days of receipt of the determination in Step 2, the affected employee may appeal to the Executive Director or his/her designee with the power to adjust such matter through the consultation. The Executive Director shall hear the appeal from the affected party within five (5) working days of receipt of the appeal and shall issue a determination within five (5) working days.

## **Article 11. Grievance Procedure**

### Section 1. Definition of Terms

For the purposes of this Agreement, the term “grievance” shall mean a dispute between the Employer and an employee or the Employer and the Union concerning the application or interpretation of the terms of this Agreement except as set forth in Articles 4, 5, 9, 10 and 23 or provisions of the Agreement that expressly state they are not subject to binding arbitration. 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. 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

*Step 1.* The aggrieved employee shall first attempt to resolve the issue with his/her immediate supervisor within fifteen (15) 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 supervisor in writing and state the nature of the dispute and the remedy sought, and the provision of the Agreement alleged to have been violated.

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 his or her 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.

*Step 2.* If the determination at Step 1 is not satisfactory, the grievant may appeal within five (5) working days such determination to the Director of Human Resources. The Director of Human Resources shall meet with the Union and any affected employees and supervisors within five (5) working days of receipt of the appeal and shall attempt to resolve the grievance. The Director of Human Resources may also invite another staff member to be present for this discussion. The Director of Human Resources shall issue a written determination within ten (10) working days of such meeting.

*Step 3.* 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 his designee with the power to adjust such grievance. The Executive Director shall hear the appeal from the grieving party within five (5) working days of receipt of the appeal and shall issue a determination within five (5) working days after such meeting.

*Step 4.* If the determination at Step 3 is not satisfactory, the Union shall notify the Employer of its intent to bring the grievance to binding arbitration. This written notification must occur within fifteen (15) working days of receipt of the determination in Step 3.

## Section 4. Employer/Union Grievances

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. The other party shall have ten (10) working days to respond in writing. If such response is not satisfactory, it may be referred to the grievance procedure commencing at Step 3.

## Section 5. Arbitration

The parties shall mutually agree upon a permanent Arbitration Panel of two arbitrators. As cases arise, they shall select an Arbitrator from the panel in rotation order. The Arbitrators shall be Howard Edelman and Carol Wittenberg. Such Arbitrators shall follow the procedures of the American Arbitration Association and shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement.

## Section 6. Release of Witnesses

The Employer shall release without pay any grievant or witness involved in the arbitration hearing.

## Section 7. Costs

The cost of such Arbitrator shall be borne equally by both parties. The decision of the Arbitrator shall be final and binding on both parties.

## **Article 12. Hours of Work**

The standard work week shall consist of Monday through Friday, and the standard work day shall be eight (8) hours, plus a one hour unpaid meal period. Nothing contained herein shall preclude the parties, with the approval of the Union and the Employer, from establishing flexible work schedules.

## **Article 13. Late Night Work**

Any employee who is required by his or her immediate supervisor to stay later than 8 p.m. will be entitled to reimbursement, upon presentation of a receipt, for dinner in accordance with HRW's expense policy.

Any employee who is required by his or her immediate supervisor to stay later than 10:00 p.m. shall be entitled to reimbursement upon presentation of a receipt for a taxi or car service to his/her home if the home is within the borders of New York City or the District of Columbia. If the home is outside these city limits, the employee is entitled to reimbursement upon presentation of a receipt to taxi fare either from the office to the train or bus station nearest to the office or taxi fare to the home from the nearest train or bus station to the home. If public transportation has ended by the time the employee is let off work, the Employer will reimburse upon presentation of a receipt for a taxi or car service to his/her home in accordance with HRW's expense policy.

## **Article 14. Holidays**

HRW observes ten (10) holidays a year: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

## **Article 15. Leave**

The Employer will provide the following paid time off to all full-time, regular employees. Part-time 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 1. Vacations**

Twenty (20) vacation days per year. Employees will be entitled to twenty-five (25) days of paid vacation per year after five (5) years of employment. A maximum of ten (10) days of vacation time may be carried over to the first quarter of the next year, but only with the consent of the employee's supervisor. Upon termination of employment, employees shall be paid for unused, accrued vacation pay in accordance with Employer policy. However, no more than four (4) consecutive weeks of vacation may be taken at any time, and vacation may not be taken to extend the date of termination of employment.

New employees are not entitled to take vacation during the first three months of introductory employment. A new employee may, however, be permitted to take a vacation during this period if individual circumstances warrant it (e.g., if the person did not have a chance for time off in his or her previous job), with the supervisor's permission.

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.

Vacations must be arranged in advance and must have the approval of the employee's supervisor.

### **Section 2. Personal Days**

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.

Employees will no longer be entitled to personal days after five (5) years of employment.

### Section 3. Sick Days

Eight (8) days per calendar year. Sick days may be taken when employees cannot work because of illness, or because of an illness that requires care for a family member, as defined in the employee manual as the employee's or his or her spouse's or domestic partner's immediate family, including spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, or a relative living with the employee. Any improvement of this policy affecting the entire U.S.-based HRW staff shall be incorporated by reference herein.

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. Sick days can be carried over from year to year, and can be used in the event of a long term or catastrophic illness. 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.

### Section 4. Jury Duty

Up to ten (10) days of regular salary while fulfilling this civic duty. As soon as the employee is notified, s/he shall present a copy of the jury notice to her/his 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 office manager.

### Section 5. Religious or Ethnic Observance

Where days of personal conscience, religious significance, or ethnic observance do not coincide with Employer holidays, managers shall make every effort to accommodate requests to observe such days. Employees must use their personal or vacation days to be paid for these absences.

### Section 6. Emergency Leave and Bereavement Leave

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 three days. "Immediate family" as defined in the

employee manual includes the employee's or his or her spouse's or domestic partner's immediate family, including spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, or a relative living with the employee. Any improvement of this policy affecting the entire U.S.-based HRW staff shall be incorporated by reference herein.

### Section 7. Sabbaticals

The Employer offers three-month sabbaticals to all employees following each period of service equivalent to seven years full-time (excluding unpaid leaves of absence). 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.

Requests for sabbatical leave, accompanied by a description of the project to be undertaken, must be approved by the Executive Director. 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 8. Unpaid Leave of Absence

A discretionary leave of absence, without pay, can only be granted at the Executive Director's 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. Provisions for holding the employee's job open should be discussed but sometimes cannot be guaranteed. The Employer may request that the employee exhaust all accrued paid leave before taking unpaid leave. Under all but the most extraordinary conditions, discretionary unpaid leaves are not granted in the first year of employment. Benefits do not continue during this period, and paid time off does not accrue.

#### Section 9. Parental Leave

A memo outlining rights and responsibilities pertaining to parental leave related to birth or adoption and helping you chart your leave calendar can be obtained from the Human Resources department.

*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 she is physically able to perform her job duties and is expected to return as soon as she is physically able to resume performance of her duties. In all cases, a physician's statement certifying the employee's ability or inability to work is required.

*Child Care Leave:*

An employee may request a leave of absence for the purpose of child care in accordance with HRW's policy under the Family and Medical Leave Act. Wherever possible, employees anticipating pregnancy-related disability leave or requesting child care leave must give HRW at least thirty days advance notice of the leave. Under that policy, eligible employees are entitled to twelve 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):

*Primary Parent<sup>1</sup>:* 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 2 years of full-time or equivalent HRW service), then accrued paid leave, then unpaid leave up to sixteen (16) weeks total.

*Secondary Parent:* for employees with more than six months of full time or equivalent HRW tenure, up to two (2) weeks at full pay, then accrued paid leave, then unpaid leave, up to twelve (12) weeks total.

Additional leave in the form of an unpaid leave of absence is available for up to 26 weeks total (inclusive of above disability and FMLA leave); please see the definition of Unpaid Leave of Absence in this manual.

<sup>1</sup> “Primary Parent” is defined as (i) the birth parent or (ii) the parent bearing primary responsibility for child care immediately following adoption.

## **Article 16. Benefits**

Employees shall receive the following benefits on the same terms and conditions of all U.S.-based HRW staff. Health insurance shall be available to domestic partners in accordance with HRW policy. The Employer reserves the right to modify or terminate these benefits in its discretion provided such change affects the entire U.S.-based HRW staff and not only the bargaining unit covered by this Agreement.

- \* Life/accidental death and dismemberment insurance
- \* Health insurance (medical and dental)
- \* Health benefits flexible spending account
- \* Long term disability insurance
- \* Pension plans (group retirement annuity and group supplemental retirement annuity)

For the duration of this Agreement, the Employer shall maintain the foregoing benefits at 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.

## **Article 17. Education Benefit**

### **Section 1. Reimbursement**

Employees shall be fully reimbursed up to seven hundred fifty dollars (\$750) per year for successful completion of educational coursework or training programs directly related to their work at HRW, provided the divisional director has given prior approval for the particular educational coursework or training program. Employees shall be further reimbursed at the rate of fifty percent (50%) for costs of such educational coursework or training program greater than seven hundred fifty (\$750) dollars with a total benefit cap of one thousand five hundred (\$1500) dollars per year per employee.

### **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. 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 bursar's receipt.

### **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. Courses Directly Related to Job Duties**

Employer shall pay the entire cost of courses or training directly related to the employee's job duties when the employee's supervisor requests such training as necessary for the job, and when the particular program has been approved by the Director of Human Resources.

## **Article 18. Health Benefits for Part-Time Employees**

For part-time unit employees who work at least ten (10) hours each week and less than 60% 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 health insurance (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.

In the case of part-time employees who work a schedule of at least 50% but less than 60%, the Employer shall contribute 75% of the cost of health insurance (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. In the case of part-time employees required by HRW to work 50% of a regular full-time schedule and who earn less than the equivalent of an annualized full time salary of \$55,000 per year or less (i.e., \$27,500 or less per year at 50% of a regular full-time schedule), the Employer shall contribute 100% of the cost of health insurance (medical and dental) for a single individual under the respective plan for that employee's office. An employee is not eligible for this last subsidy if they make more than the equivalent of \$55,000 per year as an annualized full time salary or if they voluntarily choose to work at less than 60% of a regular full-time schedule.

### **Article 19. Transit Reimbursement**

The Employer shall provide for New York and Washington, D.C. employees the option of participating in a transit reimbursement program funded by employee deductions from pre-tax salary. The Employer will pay for one parking space located within walking distance of the office for each unit member in Los Angeles.

**Article 20. Compensation**

**Section 1. Base Salary Scale**

The minimum salary for the following titles will be:

	<u>as of 7/1/11</u>	<u>as of 7/1/12</u>	<u>as of 7/1/13</u>	<u>as of 7/1/14</u>	<u>as of 7/1/15</u>
Office Assistant	11.60/hour	11.95/hour	12.30/hour	12.67/hour	13.05/hour
Receptionist	36,005/year	37,085/year	38,197/year	39,343/year	40,524/year
Associate	39,136/year	40,310/year	41,519/year	42,765/year	44,048/year
Senior Associate/ Coordinator	42,267/year	43,535/year	44,841/year	46,186/year	47,572/year
Senior Coordinator	45,648/ year	47,018/year	48,428/year	49,881/year	51,378/year
Office Administrator	42,267/year	43,535/year	44,841/year	46,186/year	47,572/year
Mailroom Manager	42,267/year	43,535/year	44,841/year	46,186/year	47,572/year

The salary schedule represents a 3.0% increase to the base salary on 7/1/11, a 3.0% increase to the base salary on 7/1/12, a 3.0% increase to the base salary on 7/1/13, a 3.0% increase to the base salary on 7/1/14, and a 3.0% increase to the base salary on 7/1/15.

**Section 2. Annual Increase**

Each employee shall receive an annual increase to his/her straight time salary for the term of this agreement as follows:

<u>as of 7/1/11</u>	<u>as of 7/1/12</u>	<u>as of 7/1/13</u>	<u>as of 7/1/14</u>	<u>as of 7/1/15</u>
4.0%	4.0%	4.0%	4.0%	4.0%

**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. Current employees 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, and those with a graduate degree in a field 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.

Foreign language fluency of direct benefit to HRW: no less than  
\$1000



day of the work week for four (4) hours or more shall be entitled to lunch money in accordance with HRW's expense policy.

#### Section 7. Holiday Work

An employee required by his or her supervisor to work on Employer's holidays referenced in Article 14 will receive a premium pay rate of time and a half for all hours worked on the holiday. The Employer will grant compensatory time in the amount 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 5 of this article.

#### Section 8. On Call

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 in close proximity to their workstation or home computer and cannot use the time effectively for their own purposes. 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.

#### **Article 21. Unit Work**

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.

#### **Article 22. Strike and Lockout**

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, picketing, informational picketing, stoppage of work, retarding of work, or boycott, or any other interference with the operation and conduct of the Employer's business. 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.

#### **Article 23. No Discrimination**

The Employer will not interfere with the rights of any person employed by it who is eligible for Union membership under the terms of this Agreement and will not discriminate against, interfere with or coerce any member of the bargaining unit because of such membership or union activities.

Neither the Employer nor the Union shall discriminate against an employee because of race, sex, sexual orientation, religion, color, nationality, disability, age, marital status, or any other classification protected by law as set forth in appropriate State, local or Federal laws.

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.

A grievance may relate to an alleged violation of the foregoing, provided there is no other legal action underway at the time. Because the resolution of such matters are governed by state and/or federal law, any alleged violation of this article shall be subject to the Grievance and Arbitration provisions of this Agreement, up to but not including binding arbitration, provided there is no other legal action underway at the time.

The Employer and the Union agree that nothing in this agreement prevents the Employer 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, the Employer, 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.

#### **Article 24. Management Rights**

The Employer 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, lay-off and discharge employees for just cause, for lack of work, lack of funding, change in programmatic priorities, or for other legitimate reasons and retains any of the rights, powers and authority that the Employer had prior to the signing of this Agreement.

Except as modified by this Agreement, all of the Employer's policies, rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and the Employer may make such modification thereto or additional policies, rules and regulations as may, in its

judgment, be necessary and proper for the conduct of the Employer's business, to which employees shall comply, provided the same are not inconsistent with this Agreement.

#### **Article 25. Substitution of Named Personnel**

The Employer and the Union agree that wherever a supervisor, the Director of Human Resources or the Executive Director is mandated to take action under the terms of this Agreement, it shall be possible for a designee authorized to take action or decisions on behalf of the person indicated to substitute as needed. The Union will be notified that the designee has the authority to take such action.

**Article 26. 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, 2016 for change in its terms, or additions of new subject matter, except as may be mutually agreed upon by the parties.

**Article 27. Severability**

If any Article or provision contained in this Agreement is declared invalid by reason of any existing or subsequently enacted Federal, State or local legislation or by any decree of a court, such invalidation of such Article or provision of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect. The provisions of this Agreement shall be automatically amended to conform with the law and the parties shall in such case, meet and take the necessary and appropriate action to formally amend this Agreement in a manner consistent thereto.

**Article 28. Duration of Agreement**

The new Agreement shall be in effect from July 1, 2011 through June 30, 2016. 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 6th day of October, 2011.

HUMAN RIGHTS WATCH, INC.

By: Charles Lusty

LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By: William Henning

By: Tom Spore

By: Sarah Leidl

By: [Signature]

By: [Signature]

## **Annex I: CWA POLICY ON AGENCY FEE OBJECTIONS**

### NOTICE REGARDING UNION SECURITY AGREEMENT AND AGENCY FEE OBJECTIONS

As a general matter, employees covered by a collective bargaining agreement containing a union security clause are required, as a condition of employment, to pay an agency fee equal to normal union dues (and, where applicable, initiation fees). While the wording of these clauses is not perfectly uniform, none requires more than the payment of this agency fee to retain employment.

The Communications Workers of America policy on agency fee objections is the union's means of meeting its legal obligation to employees covered by union security clauses and of effectuating those employees' legal rights as stated in the applicable decisions of the United States Court (including *Beck v. CWA*) and the companion lower court and labor agency decisions. Under the CWA policy, employees who are not members of the union, but who pay agency fees, pursuant to a union security clause, may request a reduction in that fee based on their objection to certain kinds of union expenditures. New Jersey public employees are covered by the demand and return system applicable to them, and are not covered by this policy.

The policy provides an objection period each year during May, followed by a reduction in the objector's fee for the twelve months beginning with July and running through June of the following year.

Briefly stated, CWA's objection policy works as follows:

1. The agency fee payable by objectors will be based on the union's expenditures for those activities or projects "germane to collective bargaining, contract administration, and grievance adjustment" within the meaning of applicable United States Supreme Court decisions.

Among these "chargeable" expenditures are those going for negotiations with employers, enforcing collective bargaining agreements, informal meetings with employer representatives, discussion of work-related issues with employees, handling employees' work related problems through the grievance procedure, administrative agencies, or informal meetings, and union administration. In the past, approximately 75-80% of the International Union's expenditures have gone for such activities. The percentages of Local Union expenditures on "chargeable" activities have generally been higher.

Among the expenditures treated as "nonchargeable," which objectors will not be required to support, are those going for community service (including participating in charitable events), legislative activity, cost of affiliation with non-CWA organizations, support of political candidates, participating in political events, recruitment of members to the union, and members-only benefits (including members-only social events). In the past, approximately 20-25% of the International Union's expenditures have gone for such "nonchargeable" expenditures. The percentages of Local Union expenditures on "nonchargeable" activities have generally been lower.

2. Objectors will be given a full explanation of the basis for the reduced fee charged to them. That explanation will include a more detailed list of the categories of expenditures deemed to be "chargeable" and those deemed to be "nonchargeable," and the independent certified public accountants' report showing the union's expenditures on which the fee is based. In addition to any other avenue of relief available under the law, objectors will have the option of challenging

the union's calculation of the reduced fee before an impartial arbitrator appointed by the American Arbitration Association, and a portion of the objector's fee shall be held in escrow while he or she pursues that challenge. Details on the method of making such a challenge and the rights accorded to those who do so will be provided to objectors along with the explanation of the fee calculation.

3. Objections for the period of July through June must be sent during May. In addition, agency fee payers who are new to the bargaining unit may object within thirty days of receiving this notice, and employees who resign union membership may object within thirty days of becoming an agency fee payer. Employees filing late objections for either of these two reasons should so indicate in their letter of objection. New bargaining unit members are to receive this notice prior to any demand being made upon them for the payment of agency fees. If, however, for any reason a new unit member begins paying agency fees prior to the receipt of this notice, he or she may object retroactively to the commencement of such payments and for the duration of the current annual objection period.

The letter of objection should include their name, address, social security number, CWA Local number, and employer.

Objections must be sent to the Agency Fee Administrator, CWA, 501 Third Street, NW, Washington, DC 20001-2797.

**(The foregoing notice issued pursuant to the CWA Executive Board's resolution of September 20, 1988.)**

**Sidebar Letter Regarding Promotion Process**

October 6, 2011

Human Rights Watch 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 24 of the Contract between CWA Local 1180 and Human Rights Watch, 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 Human Rights Watch 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" (currently a rating of "4" or above) in the most recent annual evaluation period, continuing through the date for determining promotion.

Process: Either the Associate or her/his 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, Operations, Program, etc.) and the Human Resources Director. The request should be evaluated within a reasonable time frame and if all approve, promotion will occur. If an agreement cannot be reached, the Operations Director 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.) At least an eight percent (8%) 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” (currently a rating of “4” or above) 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 Human Rights Watch 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 her/his 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 Human Resources Director 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 Operations Director 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.) At least an eight percent (8%) 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 Human Rights Watch, 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 Director of Human Resources 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 Human Rights Watch as a Coordinator or Senior Associate, and have a record of superior performance, including a performance rating equal to or higher than “Exceeds Expectations” (currently a rating of “4” or above) in the most recent annual evaluation period.

Process: Either the Senior Associate/Coordinator or her/his 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.

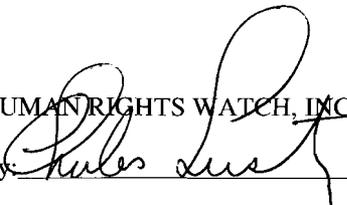
The supervisor should consult with the relevant department director (i.e. Advocacy, Development, Legal, Operations, Program, etc.) and the Human Resources Director. The request will be evaluated within a reasonable time frame and if all approve, promotion will occur. If an agreement cannot be reached, the Operations Director 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.) At least an eight percent (8%) 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.

HUMAN RIGHTS WATCH, INC.  
By: 

LOCAL 1180, COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO  
By:   
By:   
By:   
By:   
By: \_\_\_\_\_