AGREEMENT BY AND BETWEEN

HUMAN RIGHTS FIRST

and

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180

Effective

May 1, 2018 through April 30, 2021
# TABLE OF CONTENTS

| ARTICLE I – PARTIES TO THE AGREEMENT | ........................................... 1 |
| ARTICLE II – UNION RECOGNITION | ..................................................... 1 |
| ARTICLE III – UNION MEMBERSHIP | ...................................................... 3 |
| ARTICLE IV – MANAGEMENT RIGHTS | ..................................................... 4 |
| ARTICLE V – HIRING AND PROBATIONARY PERIOD | .................................. 5 |
| ARTICLE VI – WAGES | ................................................................. 6 |
| ARTICLE VII – HOURS AND WORK WEEK | .................................................... 8 |
| ARTICLE VIII – WELFARE AND PENSION BENEFITS | ..................................... 9 |
| ARTICLE IX – HOLIDAYS | ................................................................. 10 |
| ARTICLE X – VACATIONS | ................................................................. 10 |
| ARTICLE XI – SICK LEAVE | ................................................................. 11 |
| ARTICLE XII – PERSONAL DAYS | ............................................................. 12 |
| ARTICLE XIII – JURY DUTY | ............................................................... 12 |
| ARTICLE XIV – BEREAVEMENT LEAVE | .................................................... 12 |
| ARTICLE XV – PARENTAL LEAVE | ......................................................... 13 |
| ARTICLE XVI – EMPLOYER POLICIES | ..................................................... 13 |
| ARTICLE XVII – DISCHARGE AND DISCIPLINE | ......................................... 14 |
| ARTICLE XVIII – UNION REPRESENTATIVES | ............................................ 14 |
| ARTICLE XIX – LAYOFF | ................................................................. 15 |
| ARTICLE XX – SEVERANCE PAY | ............................................................... 16 |
| ARTICLE XXI – NO STRIKE, NO LOCKOUT | ............................................ 16 |
| ARTICLE XXII – GRIEVANCE PROCEDURE | .............................................. 17 |
| ARTICLE XXIII – ARBITRATION | .............................................................. 19 |
| ARTICLE XXIV – NON-DISCRIMINATION | ..................................................... 20 |
| ARTICLE XXV – LABOR MANAGEMENT COMMITTEE | ..................................... 20 |
| ARTICLE XXVI – EMPLOYEE JOB DESCRIPTIONS | ........................................ 21 |
| ARTICLE XXVII – PROFESSIONAL DEVELOPMENT - PERFORMANCE EVALUATIONS | ......................................................... 21 |
| ARTICLE XXVIII – COMPLETE AGREEMENT | ............................................... 22 |
| ARTICLE XXIX – SEVERABILITY | .............................................................. 22 |
| ARTICLE XXX – SUCCESSORSHIP, RENEWAL AND DURATION | .................................. 22 |
| APPENDIX A | ................................................................. 24 |
ARTICLE I – PARTIES TO THE AGREEMENT

The Agreement is made and entered into this 1st day of May, 2018 by and between HUMAN RIGHTS FIRST (hereinafter called the “Employer”), and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1180 (hereinafter called the “Union”), in order to establish and maintain wages, hours and working conditions for the work covered by this Agreement, to insure the peaceable adjustment and settlement of grievances, and to provide fair wages and terms and conditions of employment.

ARTICLE II – UNION RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees in the following job classifications (hereinafter called “employees”): Advocacy Counsel, National Security (Joffe Fellow); Assistant, National Security; Chubb Rule of Law and Human Rights Fellow; Communications Assistant; Senior Media Relations Associate; Development Operations Manager and Refugee Protection Associate; Equal Justice Works Fellow; Grants Manager; Harvard Public Service Venture Fund Redstone Fellow; Individual Giving Coordinator; Information Technology Associate; Justice Fellow (Immigrant Justice Corps); Legal Services Coordinator (CA); Legal Services Coordinator (DC); Legal Services Coordinator (NY); Legal Service Coordinator (TX); Researcher; Researcher & Advocate (Pennoyer Fellow); Senior Video Producer; Senior Writer/Editor; Social Worker (NY); Social Worker (TX); Staff Attorney (CA); Staff Attorney (NY).
2. Excluded from the foregoing bargaining unit shall be: all other employees, directors (except as set forth in paragraph 1 above), managers, confidential employees, consultants, casual employees, seasonal employees, interns, volunteers, work-study students, temporary employees, guards, and supervisors as defined in the National Labor Relations Act.

3. The Employer shall not hire temporary employees for the purpose of evading the requirements of this Agreement, and temporary employees working for the Employer for ninety (90) calendar days or more shall be covered under this Agreement (except that the following provisions shall not apply to temporary employees: Article V (Hiring and Probationary Period); Article XIII – Jury Duty; Article XVI – Employer Policies [Family and Medical Leave, Parental Leave, and Life and Disability Insurance policies only]; Article XVII – Discharge and Discipline; Article XIX – Layoff; and Article XX – Severance Pay). The Employer shall notify the shop stewards of all new temporary hires.

4. Newly-created positions may be covered by this Agreement by mutual agreement of the Union and the Employer. Any dispute as to whether a new position is covered shall be resolved pursuant to Article XXII, Grievance Procedure, and Article XXIII, Arbitration.

5. Notices required to be given to the Union under this Agreement shall be given to both a representative of the Union and the shop stewards.
ARTICLE III – UNION MEMBERSHIP

1. Neither the Union nor its representatives shall discriminate against any employee.

2. The Employer shall furnish to the Union, on a quarterly basis, an alphabetized list of all covered employees indicating hours worked and total payroll.

3. All employees covered by this Agreement shall become or remain members of the Union (or, at the option of the Employee, shall pay the Union an agency fee) as a condition of continued employment, beginning no later than thirty (30) days following commencement of employment or thirty (30) days following the effective date of this Agreement, whichever is later.

4. The Employer shall deduct from the wages of each covered employee, who authorizes such deduction in writing, Union dues in the amount of 1.3% of wages or such other amount as the Union shall determine and inform the Employer in writing. The Union shall furnish to the Employer the required check-off form signed by the employee to authorize such deductions. The Employer shall forward such monies to the Union within two (2) weeks after the end of the month for which such monies have been deducted. At least once per year, the Union shall notify all covered employees, in writing, with a copy to the Employer, of the Union’s policy regarding dues rebates for employees who elect to pay an agency fee in lieu of becoming members of the Union, which policy shall, at a minimum, provide for a rebate of that portion of Union dues not attributable to collective bargaining, contract administration, and grievance adjustment.
5. The Union shall indemnify and hold the Employer harmless as to any claims or liability arising out of the operation of this Article.

ARTICLE IV – MANAGEMENT RIGHTS

Subject only to specific limitations contained in this Agreement to the contrary, the Employer shall have full control of management, personnel, and conduct of its operations, including but not limited to the right to make any and all decisions relating to its programs, budgets, and staffing; to determine and/or modify the strategic direction of the organization; to 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; to assign to volunteers, interns, students, or consultants work covered by this Agreement; to pay wages and/or wage increases in excess of the minimums set forth herein; to establish reasonable work rules and policies; and to exercise any of the rights, powers and authority that the Employer possessed prior to the execution of this Agreement.
ARTICLE V – HIRING AND PROBATIONARY PERIOD

1. The Employer may hire employees from any available source. The Employer shall notify the Union of any vacancy in or newly-created non-supervisory, non-management position promptly after the decision is made to fill the position. The Employer shall notify the Union of the name and date of hire of any new bargaining unit employee on or before the employee’s first day of employment.

2. Newly hired non-exempt employees (as defined in Article VII – Hours and Work Week) shall serve a probationary period of three months. The probationary period of any non-exempt employee may be extended by the Employer, upon written notice to the Union, for up to an additional two months. Newly hired exempt employees shall serve a probationary period of six months. At any time during the probationary period or any extension thereof, the Employer may discipline or discharge the probationary employee without regard to the provisions of Article XVII, Discharge and Discipline, and any such discipline or discharge shall not be subject to the grievance and arbitration provisions contained in Article XXII, Grievance Procedure, and Article XXIII, Arbitration.
**ARTICLE VI – WAGES**

1. The minimum wage rate for employees covered by this Agreement shall be as follows, effective November 1, 2018:

<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum CA, DC, NY</th>
<th>Minimum TX</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BAND 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant, National Security</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receptionist/Office Coordinator and Assistant, Refugee Representation</td>
<td><strong>$42,000</strong></td>
<td><strong>$39,990</strong></td>
</tr>
<tr>
<td><strong>BAND 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Services Coordinator, Refugee Rep. Researcher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Support Associate</td>
<td><strong>$50,000</strong></td>
<td><strong>$47,500</strong></td>
</tr>
<tr>
<td><strong>BAND 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Operations Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equal Justice Works Fellow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual Giving Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Justice Fellow, Immigrant Justice Corps (IJC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Masiyiwa-Bernstein Fellow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pennoyer Fellow/Researcher, VFAI</td>
<td><strong>$54,000</strong></td>
<td><strong>$51,300</strong></td>
</tr>
<tr>
<td><strong>BAND 4</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Worker</td>
<td><strong>$57,000</strong></td>
<td><strong>$54,150</strong></td>
</tr>
<tr>
<td><strong>BAND 5</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advocacy Counsel, Joffe Fellow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Media Relations Associate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Video Producer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Writer/Editor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Attorney</td>
<td><strong>$62,000</strong></td>
<td><strong>$58,900</strong></td>
</tr>
</tbody>
</table>
3. Any employee who in the sole judgment of the Employer, possesses the qualifications set forth below shall be hired at a salary of no less than one percent (1%) more than the minimum rate for the salary band in which his/her position falls, per qualification set forth below:

- Work-related foreign language competency in one or more languages, whether a requirement of or only relevant to, the position.
- Each two years of relevant work experience which is relevant to, but not a requirement of, the position.
- Each educational degree which is relevant to, but not a requirement of, the position.

4. Each employee employed as of May 1 in each year of the term of the Agreement earning less than $100,000 annually shall receive increases in his or her weekly wage rate in the amount of no less than the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2018</td>
<td>3.0%</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>3.5%</td>
</tr>
<tr>
<td>May 1, 2020</td>
<td>3.5%</td>
</tr>
</tbody>
</table>

5. All employees who, following the effective date of this Agreement, achieve the following anniversaries of employment shall be entitled to one-time longevity bonuses, as follows:

<table>
<thead>
<tr>
<th>Anniversary</th>
<th>Longevity Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three years</td>
<td>$2,000</td>
</tr>
<tr>
<td>Five years</td>
<td>$2,500</td>
</tr>
<tr>
<td>Ten years</td>
<td>$3,000</td>
</tr>
<tr>
<td>Fifteen years</td>
<td>$3,000</td>
</tr>
<tr>
<td>Twenty years</td>
<td>$3,000</td>
</tr>
</tbody>
</table>
Employees who on the effective date of this Agreement have already passed the anniversary date for the longevity increase shall receive the highest applicable longevity bonus.

**ARTICLE VII – HOURS AND WORK WEEK**

1. For purposes of this Agreement, employees in the following positions shall be referred to as “non-exempt employees”: Assistant, National Security; Communications Assistant; Individual Giving Coordinator; Information Technology Associate; Legal Services Coordinator (CA); Legal Services Coordinator (DC); Legal Services Coordinator (NY); Legal Service Coordinator (TX). Employees in newly created positions may be considered “non-exempt employees” only by mutual agreement of the Union and the Employer.

2. The standard work week for non-exempt employees shall consist of Monday through Friday, and the standard work day shall be seven and one-half (7 1/2) hours, plus a one-hour unpaid meal period. Nothing contained herein shall preclude the Employer from establishing different or flexible work schedules for one or more employees, depending on the workload and program needs.

3. Hours worked by non-exempt employees in excess of the standard work week shall be paid at the employee’s regular hourly rate of pay, except hours worked by non-exempt employees in excess of forty (40) in any work week shall be paid at one-and-one half (1 1/2) times the employee’s regular hourly rate of pay, provided such work has been approved in advance by the employee’s supervisor.

4. If work performed by non-exempt employees in attending out-of-town missions and similar functions constitutes exempt work, then overtime shall not be payable pursuant to paragraph 3 above; instead the Employer may grant compensatory time off.
ARTICLE VIII – WELFARE AND PENSION BENEFITS

1. Employees shall be eligible for coverage under the Employer’s Medical, Dental, Pension and Dependent Care Assistance Benefit Plans in the same manner and subject to the same conditions as such plans from time to time apply to employees of the Employer generally.

2. The Employer shall notify the Union and employees of any changes in such Plans no later than thirty (30) days in advance of their implementation. The Employer shall provide as much notice in excess of thirty (30) days as is possible in the circumstances and shall use its best efforts to give at least sixty (60) days’ notice. Upon request, (i) the Employer will arrange for a committee of the Union to meet with the insurance carrier to review the proposed changes and any alternatives; and (ii) the Employer will engage in good faith negotiations with the Union concerning the proposed changes (provided that, in the absence of agreement, the Employer may proceed with the proposed changes and a disagreement over the proposed changes shall not be subject to arbitration). The Employer shall make a good faith effort to maintain substantially equivalent benefits during the term of this Agreement.

3. The Labor Management Committee will meet on at least a quarterly basis, as requested, to consider issues relating to health insurance. The Employer will provide to the Committee the most current information available relating to potential changes in the plan and alternatives, if any, then under consideration.
ARTICLE IX – HOLIDAYS

1. The Employer observes eleven holidays per year: New Year’s Day, Martin Luther King Jr.’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. In addition, the Employer’s offices are closed for the week between Christmas Day and New Year’s Day, during which period employees shall receive their regular base pay.

2. In the event a non-exempt employee is required by the Employer to work on any of the foregoing holidays, and such work is approved in advance by the Employer, he/she shall be paid for such hours at one-and-one half (1 1/2) times the employee’s regular hourly rate of pay.

ARTICLE X – VACATIONS

1. Regular full-time employees shall be entitled to paid vacation of three (3) weeks per year, accrued at the rate of 1.25 days per month, during each of the first three (3) years of employment. During the employee’s fourth and subsequent years of employment, he/she shall accrue a fourth week of annual vacation, at a rate of 1.67 days per month.

2. Vacations shall be scheduled at the convenience of the Employer. Requests to schedule vacation of three (3) days or more in duration shall be submitted to the Employer no later than two (2) weeks prior to the first day of the requested vacation. The Employer shall not unreasonably withhold approval of such requests and shall act on such requests within a reasonable time of their submission.
3. The vacation year shall be the calendar year (which period, for purposes of this Agreement, shall be referred to as the “Benefit Year.”). Up to ten (10) days of unused vacation may be carried over to and used prior to June 30 of the next Benefit Year (provided that no more than five (5) such carried over days shall be paid on termination). Any carry-over vacation time not used by June 30, and any vacation in excess of 75 hours as of December 31st, will be forfeited.

4. Any employee who returns to work having exhausted his/her paid leave during any family and medical leave may request to borrow up to a maximum of five (5) days against paid leave not yet accrued, subject to the approval of his/her supervisor (which will not be unreasonably withheld).

5. Unused accrued vacation for the year of termination of employment shall be paid upon termination.

ARTICLE XI — SICK LEAVE

1. Each regular full-time, non-probationary employee shall be entitled to sick leave, without loss of pay, of ten (10) days in each Benefit Year, accrued at the rate of 0.833 days per month. Sick leave may be taken only by reason of the employee’s personal illness or injury which renders him/her unable to work.

2. Unused sick days may be carried over from year to year, provided that the employee does not at any time exceed a cap of twenty (20) unused sick days.

3. Unused sick days shall not be paid for upon termination or at any other time.
ARTICLE XII – PERSONAL DAYS

1. Each regular full-time, non-probationary employee shall be entitled to five (5) personal leave days, without loss of pay, in each Benefit Year. Personal days may be taken only for purposes that can be planned in advance to accomplish personal business, such as school visits, medical appointments, moving and the like.

2. Unused personal leave days may not be carried over from year to year.

3. Unused personal leave days shall not be paid for upon termination or at any other time.

ARTICLE XIII – JURY DUTY

Employees required to serve on a jury shall be paid for the time served at their regular rate of pay.

ARTICLE XIV – BEREAVEMENT LEAVE

1. Each regular full-time employee shall be entitled to up to three (3) days of bereavement leave, without loss of pay, in the event of the death of the employee’s immediate family member, defined as spouse, domestic partner, parent, foster or step parent, father-in-law, mother-in-law, grandparent, brother, sister, child, grandchild, or other relative residing in the employee’s household.

2. Unused bereavement leave days may not be carried over from year to year.

3. Unused bereavement leave days shall not be paid for upon termination or at any other time.
ARTICLE XV – PARENTAL LEAVE

Employees with at least twelve (12) months of service at Human Rights First who become parents of a child either through birth or adoption shall be entitled to eight (8) weeks of paid leave to be taken anytime within one year after the birth or adoption date. Such leave shall run concurrently with state- or locality-based paid family leave programs and with FMLA leave. To the extent the benefits hereunder equal or exceed benefits an employee qualifies for under a state-or locality-based paid family leave program, the employee shall receive the benefits provided hereunder in lieu of payment of such state-or locality-based benefits. It is understood, however, that the Employer may seek reimbursement from state- or locality-based paid family leave programs for parental leave that the Employer has paid the employee. It is also understood that if benefits hereunder do not cover a period of time covered by benefits an employee qualifies for under a state- or locality-based family leave program, the employee is entitled to receive the benefits provided through the state- or locality-based program for the time period during which benefits are not provided hereunder.

ARTICLE XVI – EMPLOYER POLICIES

Employees in the bargaining unit shall be subject to the Employer's generally applicable employee policies as they may exist or be modified from time to time. A list of the policies in effect as of the date of this Agreement is annexed as Appendix A.
ARTICLE XVII – DISCHARGE AND DISCIPLINE

1. No employee who has completed his/her probationary period under Article V, Probationary Period, may be discharged, demoted or disciplined except for just cause. In the event any such employee is discharged, demoted, or disciplined, the Employer shall notify the Union within seventy-two (72) hours thereafter. In the event the Union is so notified, the discharge shall not be subject to grievance or arbitration unless the Union shall object thereto in writing within twenty (20) days after the date set forth on the Employer’s notification to the Union.

2. Just cause under this Article shall include but shall not be limited to insubordination, disloyalty, use or possession of a controlled substance, violation of the Employer’s rules, codes or policies, theft of Employer services, false claims submitted to the Employer, and the Employer’s judgment, exercised in good faith, that an employee’s skill, ability, performance or attendance are unsatisfactory. The inclusion of a particular example of just cause shall not by implication be interpreted as excluding just cause of a greater or lesser severity or nature. The Employer endorses the principle of progressive discipline.

ARTICLE XVIII – UNION REPRESENTATIVES

1. The Union shall designate three (3) shop stewards, with at least one (1) steward from the New York office and one (1) from the Washington, D.C. office and, when and for so long as the bargaining unit includes at least fifty (50) employees, one (1) additional steward (but no more than two (2) from each office). The shop stewards shall be permitted reasonable time for the performance of such duties, including but not limited to consulting with covered employees, investigating,
presenting, and processing grievances under this Agreement, provided that such duties do not interfere with the operations of the Employer or the performance by the shop steward of his/her duties as an employee of the Employer.

2. Any duly-authorized representative shall, after receiving the Employer’s consent (which shall not be unreasonably withheld), have the right to interview employees on the Employer’s premises, provided that such interviews do not interfere with the operations of the Employer.

ARTICLE XIX — LAYOFF

1. If the Employer, in its sole discretion, determines that it is necessary to reduce staff due to budgetary cuts, program consolidation or similar circumstances (but not involving discharge for cause), the following procedures shall apply:

   • The Employer shall provide at least thirty (30) days’ notice to the Union and the affected employees (or pay in lieu of notice), except that the Employer shall provide at least sixty (60) days’ notice to the Union and the affected employees (or pay in lieu of notice) where three (3) or more employees are affected by the staff reduction.

   • Upon request of the Union, the Employer and the Union shall discuss alternatives to reduction in staff and the impact of staff reductions on remaining employees.

2. The Employer’s decision to reduce the work force and any decision with respect to employees to be retained or laid off shall not be subject to Article XXII, Grievance Procedure, or Article XXIII, Arbitration.
ARTICLE XX – SEVERANCE PAY

Employees whose employment is terminated involuntarily by the employer other than for “just cause” shall be entitled to severance pay in the following amount:

One and one-half (1 1/2) weeks’ regular base pay per year of service (pro-rated for partial years) for employees with up to three (3) years of service

Two weeks’ regular base pay per year of service (pro-rated for partial years) for employees with over three (3) years of service

ARTICLE XXI – NO STRIKE, NO LOCKOUT

1. Neither the Union nor any employee shall cause, sanction, encourage, or take part in any strike, walkout, sickout, picketing, work stoppage, sympathy strike, slowdown or any other interference with the conduct of the Employer’s operations. The Employer shall not engage in any lockout.

2. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 above, the Union shall, at the request of the Employer, and within one (1) hour thereof, notify the employee by telephone, and by fax or e-mail, that such activities are unauthorized and in violation of this Agreement, that he/she is required immediately to cease such activities, and that he/she is subject to discipline, up to and including discharge, for engaging in such activities. Conformance by the Union with the requirements of this paragraph 3 shall not absolve the Union of any liability for breach of Section 1 above.
ARTICLE XXII – GRIEVANCE PROCEDURE

1. A grievance shall be defined as any matter involving the interpretation or application of any provision of this Agreement, but shall not include those matters specifically excluded by this Agreement from the grievance procedure of this Article or Article XXIII, Arbitration.

2. All grievances shall be presented in writing specifying the conduct complained of, the contract provision allegedly violated, and the remedy requested. A grievance must be presented within sixty (60) working days after the action or failure to act, or the Union had knowledge or should have had knowledge of, such action. Failure to submit a grievance within such periods or failure to process a grievance within the time periods set forth in Step One or Step Two shall preclude any further action on the grievance, except to the extent that it may be found to be a continuing grievance, in which case only claims for damages or other relief for events more than sixty (60) days before submission of the written grievance shall be precluded. The steps of the grievance procedure shall be as follows:

Step One – The grievance shall be submitted in writing by the Union to an aggrieved employee’s immediate supervisor. If the Union and the employee’s immediate supervisor, after discussion, are not able to settle the grievance within six (6) working days of its submission, the Union shall submit the grievance in writing to Step Two within fifteen (15) working days thereafter. If the grievance involves a discharge, the Union, at its option may initially submit the grievance at Step Two.
Step Two – Upon timely submission, a designated representative of the Employer and the Union shall attempt to settle the grievance. If the grievance is not settled within eight (8) working days of its submission to Step Two, the grievance may be submitted to arbitration in accordance with Article XXIII, Arbitration.

3. Only the Union or the Employer may submit a grievance to arbitration under Article XXIII, Arbitration. The time periods set forth herein may be extended by a written agreement between the Union and the Employer.

4. Grievance meetings shall be conducted as far as practicable on the Employer’s premises. To the extent such meetings are conducted during working hours, employees shall be permitted reasonable time to participate in such meetings without loss of pay.

5. Nothing in this Article or in Article XXIII, Arbitration, shall be construed to prevent employees and representatives of the Employer from informally discussing and otherwise attempting to resolve disputes before they become formal grievances.
ARTICLE XXIII – ARBITRATION

1. Except as otherwise provided in this Agreement, any grievance not resolved after completing the grievance procedure set forth in Article XXII may be submitted by the Union to arbitration by forwarding written notice thereof to the Employer or by the Employer to arbitration by forwarding written notice thereof to the Union. In the event the Union does not so submit the grievance to arbitration within fifteen (15) working days of its disposition at Step Two, then such grievance shall be permanently barred and all further processing of the grievance shall be precluded.

2. Grievances shall be submitted alternately to a permanent arbitration panel consisting of Carol Wittenberg and Howard Edelman.

3. The cost of the arbitration shall be borne equally by both parties. Each party shall pay any fees of its own representatives and the cost of the transcript where there is no mutual agreement to order a transcript.

4. The Arbitrator may decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union. The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Union, any affected employee(s) and the Employer. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
5. If the grievance involves a discharge or disciplinary action, and the Arbitrator finds that the discharge or disciplinary action was without just cause, a back pay award, if any, shall be reduced by all interim earned income, unemployment compensation or termination pay.

6. Any arbitration case which has not been scheduled for hearing by the parties within twelve (12) months of the date of initial receipt by the Employer of the demand for arbitration will be considered to have been finally disposed of unless the Employer and the Union mutually agree in writing to extend the time period.

**ARTICLE XXIV – NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment on the basis of race, color, religion, sex, sexual orientation, national origin, disability, marital status, age, union membership or non-membership, or because an employee engages in or refrains from lawful activity and/or support of the Union.

**ARTICLE XXV – LABOR MANAGEMENT COMMITTEE**

There shall be established a Labor Management Committee, with equal representation of at least two (2) members appointed by each the Union and the Employer for the purpose of consulting on issues of mutual concern relating to terms and conditions of employment of covered employees. The Committee shall meet on a mutually agreeable date within ninety (90) days following the effective date of this Agreement and thereafter as needed at the request of either party.
ARTICLE XXVI – EMPLOYEE JOB DESCRIPTIONS

There shall be a job description for each covered job classification which shall be provided to the employee and the Union, maintained on file by the Employer, and updated by the Employer as required. Any material change to the duties and responsibilities set forth in an employee’s job description shall be discussed with the employee. In the event such change significantly increases the employee’s overall workload and/or degree of responsibility, the Union may request an adjustment in the employee’s compensation, which the Employer shall discuss in good faith, provided that neither such request nor the Employer’s response shall be subject to Articles XXII, Grievance Procedure, or XXIII, Arbitration.

ARTICLE XXVII – PROFESSIONAL DEVELOPMENT - PERFORMANCE EVALUATIONS

1. Employees shall be permitted to view the contents of their personnel files once every six (6) months during regular business hours. The employee must request such inspection with reasonable time for response by the Employer.

2. Employees shall receive annual performance evaluations.
ARTICLE XXVIII – COMPLETE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer shall not be obligated to continue any benefit or employee practice which it has given or engaged in prior to the execution of this Agreement unless specifically set forth in this Agreement.

ARTICLE XXIX – SEVERABILITY

If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found to be contrary to present or future laws, it shall not invalidate the other portions of this Agreement, which shall remain in full force and effect.

ARTICLE XXX – SUCCESSORSHIP, RENEWAL AND DURATION

This Agreement shall be binding on the Employer and the Union, their successors and assigns. This Agreement shall be in full force and effect from May 1, 2018 through and including April 30, 2021, and shall be renewed automatically for one (1) year intervals thereafter unless written notice of an intent to terminate or modify this Agreement has been provided by either party no more than ninety (90) days nor less than sixty (60) days before the expiration date of this Agreement or any extension thereof.
IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 23rd day of July 2018.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180, AFL-CIO

By: [Signature]

HUMAN RIGHTS FIRST

By: [Signature]
Human Rights First Employer Policies
May 1, 2018

Anti-Harassment Policy
Non-Discrimination Toward Individuals with Disabilities
Drug and Alcohol-Free Workplace
Smoke-Free Workplace
Work Place Violence
Culture of Respect and Teamwork
Equal Employment Opportunity
Employment-At-Will
Employment Classification & Status
Search & Selection
Employment Eligibility
Referral Bonus
New Employee Orientation
Management Training
Employee Records
Employment References and Verifications
Introductory Period
Annual Performance Evaluation
Work Hours
Attendance & Punctuality
Compensatory Time for Exempt Employees
Dress Code
Confidentiality
Conflict of Interest
Communicating Grievances or Problems
Performance
   Improvement/Disciplinary Procedure
Code of Ethics/Whistleblower Policy
Compensation Policy
Payroll Frequency & Method of Payment
Payroll Deductions
Timekeeping for Non-Exempt Employees
Overtime
Salary Adjustments
Reward & Recognition Program
Holidays
Summer Fridays
Vacation Leave
Sick Leave
Personal Leave
Family and Medical Leave of Absence
Parental Leave
Bereavement Leave
Jury Duty
Other Leaves of Absence with subsections
Health Insurance
Dental Insurance
Vision Insurance
COBRA – Continuation of Health Coverage
Life & Disability Insurance
Human Rights First Retirement Plan
Flexible Spending Accounts
Employee Assistance Program (EAP)
Workers’ Compensation
Unemployment Insurance
Professional Development
Additional Perks with subsections
Resignation or Termination of Employment
Job Abandonment
Return of Company Property
Exit Interview
Severance Pay
Bills & Invoices
Business Travel & Expense
  Reimbursement
Credit Cards
Electronic Communications
Employment of Relatives
Hiring of Independent
  Consultants/Consulting Organizations
Honoraria & Outside Employment
Nursing Mothers
Political Action & Election
  Related Activities
Professional Membership
  Dues
Safety
Security
Technology & Office Equipment
  with subsections
Telecommuting