

AGREEMENT BY AND BETWEEN
HUMAN RIGHTS FIRST
and
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180
Effective
May 1, 2022 through April 30, 2025

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ARTICLE I – PARTIES TO THE AGREEMENT

The Agreement is made and entered into this 1st day of May, 2022 by and between HUMAN RIGHTS FIRST (hereinafter called the “Employer” or “Human Rights First” or “HRF”), 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”): Communications Assistant; Receptionist/Office Coordinator and Assistant, Refugee Representation; Legal Services Coordinator, Refugee Rep.; Legal Services Coordinator, Special Projects; Legal Services Coordinator, DOJ Partially Accredited-NY; Legal Services Coordinator, DOJ Fully Accredited Rep.; Development Coordinator; Grants Associate; Communications Associate; Program Associate; Program Associate, Special Projects; Individual Giving Associate; Researcher; Advocacy Associate; Equal Justice Works Fellow; Individual Giving Coordinator; Justice Fellow, Immigrant Justice Corps (IJC); Masiyiwa-Bernstein Fellow; Pennoyer Fellow/Researcher, VFAI; Miami Law Human Rights Program Fellow; Program Analyst; Associate Attorney; Grants Manager; Social Worker; Associate Attorney, Human Rights Accountability-J.Fellow; VFAI Program Strategist; Staff Attorney; Advocacy Strategist; Communications Strategist; Systems

MB 1/31/23

[Signature]
1/23/2023

Security Analyst; Litigation Staff Attorney; and Technical Program Manager,
Innovation Lab

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, or utilize contractors or temporary agency workers (“agency workers”), for the purpose of evading the requirements of this Agreement. The Employer shall notify the shop stewards and the Union of all new temporary hires as well as any utilization of contractors or temporary agency workers to perform work traditionally performed by a bargaining unit employee. Such notice shall include the name of the contractor or the individual performing the work, his, her or their job title, if any, and the anticipated scope and duration of the work. After ninety (90) calendar days, a contractor or agency worker engaged to perform bargaining unit work will be terminated, unless the Employer in its good faith discretion determines that continuation of the contractor or agency worker is necessary for proper operations; provided that any such contractor or agency worker shall not be utilized for more than one (1) year absent agreement by the Union, which shall not unreasonably be withheld. 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).

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 values diversity in its workforce, including the importance of hiring qualified women and individuals from traditionally underrepresented populations, including, but not limited to, demographic minorities, individuals with disabilities, individuals who are transgender, gender nonconforming, and refugees and asylum seekers with the necessary work authorization.

2. 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.

3. 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. **Minimums.** The minimum wage rate for employees covered by this Agreement shall be as follows, effective upon mutual execution of this Agreement:

Title	Minimum
BAND 1	
Communications Assistant	
Receptionist/Office Coordinator and Assistant, Refugee Representation	
	\$47,500
BAND 2	
Legal Services Coordinator, Refugee Rep.	
Legal Services Coordinator, Special Projects	
Legal Services Coordinator, DOJ Partially Accredited-NY	
Legal Services Coordinator, DOJ Fully Accredited Rep.	
Development Coordinator	
Grants Associate	
Communications Associate	
Program Associate	
Program Associate, Special Projects	
Individual Giving Associate	
Researcher	
Advocacy Associate	
	\$55,500
BAND 3	
Legal Fellow	
Equal Justice Works Fellow	
Individual Giving Coordinator	
Justice Fellow, Immigrant Justice Corps (IJC)	
Masiyiwa-Bernstein Fellow	
Pennoyer Fellow/Researcher, VFAI	
Miami Law Human Rights Program Fellow	
Program Analyst	
	\$60,000
BAND 4	
Associate Attorney	
Grants Manager	

Social Worker	
Associate Attorney, Human Rights Accountability-J. Fellow	
VFAI Program Strategist	
	\$63,000
BAND 5	
Senior Media Relations Associate	
Staff Attorney	
Advocacy Strategist	
Communications Strategist	
Systems Security Analyst	
Litigation Staff Attorney	
	\$68,500
BAND 6	
Senior Staff Attorney	
Technical Program Manager, Innovation Lab	
	\$77,000

Effective June 1, 2024, the above minimum rates in all bands under this proposal, will be raised to the following:

- Band 1 - \$48,000;
- Band 2 - \$56,408;
- Band 3 – \$61,065;
- Band 4 - \$64,170;
- Band 5 - \$69,863;
- Band 6 - \$78,660.

2. **Qualification Increase.** Any employee who in the sole judgment of the Employer, possesses one or more of certain qualifications 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/their position falls for each such qualification, as set forth below:

- Each work-related foreign language competency, 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.
- Any other qualification relating to experience or education relevant to the position.

For avoidance of doubt, and for example, an employee being hired with two relevant foreign language competencies, four years of relevant experience above that required for the position and a relevant degree not required for the position would receive a salary no less than 5% above the minimum for the position where the employee possesses these qualifications in HRF's sole judgment.

Nothing in this Agreement shall prevent an individual from seeking to negotiate a salary higher than the minimum for his/her/their position prior to accepting an offer of employment from HRF.

3. **Annual Increase.** Each employee employed as of May 1 in each year of the term of the Agreement earning less than \$120,000 annually shall receive increases in his or her weekly wage rate in the amount of no less than the following:

Effective May 1, 2022	4.5% (for employees employed as of the mutual execution of the Agreement)
Effective May 1, 2023	3.5%
Effective May 1, 2024	3.5%

Employees who are earning less than the minimum wage rate for their title following the implementation of the increased minimum rates above shall automatically be raised to the minimum rate.

4. **Acting/Covering Allowances.** Employees who perform certain

additional or different work than previously assigned shall be eligible for additional pay in certain circumstances, as follows:

- a) **Work in a Higher Classification.** When an Employee's predominant responsibility consists of work in a classification in a higher wage band for a period of more than forty-five (45) days, the Employee shall have their wage rate adjusted to the minimum rate of the higher classification, provided it is higher than their existing wage rate, effective in the first payroll period following their qualification for the higher rate under this paragraph. Such an employee will thereafter continue to be paid the minimum rate of the higher classification until their work in the higher classification ceases to be their predominant responsibility.
- b) **Covering a Vacancy.** When an Exempt Employee's workload is substantially increased as a result of taking on additional work due to a vacancy in the same classification or in a classification in a lower wage band for a period of more than forty-five (45) days, the Employee shall receive a 5% temporary salary increase effective in the first payroll period following their qualification for the higher rate under this paragraph and continuing until the substantial increase in workload has ended. An employee cannot act in a covering role for more than one other position.

5. Accreditations/Bar Admissions/Promotions.

- a) **Legal Service Coordinator Accreditation:** Legal Services Coordinators shall receive a five percent (5%) salary increase for obtaining a partial Department of Justice ("DOJ") accreditation. After a partial DOJ accreditation is acquired, Legal Services Coordinators shall receive an additional five percent (5%) salary increase for obtaining a full DOJ accreditation. In the case where a Legal Services Coordinator acquires a full DOJ accreditation and does not receive a partial DOJ accreditation first, they shall receive a ten percent (10%) salary increase.
- b) **Legal Fellow Bar Admission:** Legal Fellows are employees the Employer has hired with the intention of employing them as practicing attorneys but who at the time of hire, have either failed the bar exam or are not yet admitted to the Bar. Such Legal Fellows shall be reclassified as Associate Attorneys once they are admitted to the Bar in a jurisdiction that is necessary for them to perform attorney work for HRF within the timeframe afforded to them by the Employer to become admitted in that jurisdiction. Upon reclassification as an Associate Attorney under this section,

the employee shall receive no less than the minimum pay of an Associate Attorney under this Agreement. This promotion policy does not encompass or apply to employees hired as traditional Fellows (traditional Fellows are typically sponsored by a law school or other entity for a one or two year fellowship to practice public interest law).

- c) Associate Attorney to Staff Attorney: Associate Attorneys who have completed three (3) years of relevant work practicing as an attorney representing clients in the field of law in which they are engaged by HRF, including a minimum of two (2) years of experience at HRF as an Associate Attorney, shall be considered for promotion to Staff Attorney upon request. The promotion is not automatic and the decision to promote is based on several factors, such as performance, and is within the Employer's sole discretion. Upon promotion, the employee will receive no less than the minimum pay of a Staff Attorney under this Agreement.
- d) Senior Status: Staff Attorneys may apply for and will then be considered for promotion to the Senior Staff Attorney position if they have five (5) years of relevant work practicing as an attorney representing clients in the field of law in which they are engaged by HRF, including a minimum of three (3) years of experience as a Staff Attorney at HRF. The decision on whether to promote any Staff Attorney who applies for a Senior Staff Attorney position shall be based on factors such as performance, relevant competencies as determined by HRF, leadership and judgment, and is within HRF's sole discretion. HRF retains the sole discretion to fill a Senior Staff Attorney position with a new hire, provided that HRF will consider any pending application of a Staff Attorney before seeking outside candidates.

6. 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:

Anniversary	Longevity Increase
Three years	\$2,000
Five years	\$2,500
Ten years	\$3,000
Fifteen years	\$3,000
Twenty years	\$3,000

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”: Communications Assistant; Individual Giving Coordinator; Legal Services Coordinator (CA); Legal Services Coordinator (DC); Legal Services Coordinator (NY); Legal Services Coordinator, DOJ Fully Accredited Rep.; Development Coordinator; Communications Associate; Event Operations Associate; Legal Services Coordinator, Special Projects; Advocacy Associate; Grants Associate; Evacuate Our Allies Operations Coordinator; Systems Security Analyst. 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. HRF shall comply with any applicable state or local laws that require payment of overtime greater than that provided in this section.

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, Juneteenth, Indigenous People’s 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/they shall be paid for such hours at one-and-one half (1 1/2) times the employee’s regular hourly rate of pay. HRF will offer flex time corresponding to the time working by an exempt employee on a holiday that has been required by the Employer, provided there are 3.75 or more hours of work required and such flex time is scheduled with the Employer’s approval.

ARTICLE X – VACATIONS

1. Paid vacation hours will be earned by regular, full-time employees as follows:

Years of Service	Days Earned/Year	Hours Earned/Pay Period
First 3 years	15 days	4.33
Beginning in 4 th year	20 days	5.77

- a. Once an employee has reached 10 vacation days more than their annual accrual, the employee will not become eligible to accrue any additional vacation hours until the employee's vacation balance falls below the maximum accrual (equal to their annual accrual plus 10 days). In other words, employees may not accrue more than 25 days of vacation during their first 3 years of service, or more than 30 days of vacation beginning in their 4th year of service. In addition, employees taking an unpaid leave of absence or who are on leave receiving disability payments do not accrue vacation while they are on leave.
- b. Vacation hours are pro-rated based on date of hire and are accrued at the end of each pay period. Part-time employees accrue pro-rated vacation leave based on the hours worked each pay period. Vacation leave cannot be taken during the employee's first 90 days of employment, unless permitted under applicable state or local law, or the employee receives approval from their supervisor to take vacation leave they have accrued as of the date on which the employee seeks to take vacation leave during their probationary period.
- c. Employees are encouraged to take all of their vacation days within the same year as accrued. However, it is recognized that workload may sometimes make it difficult to do so. If a holiday falls during a period of time that an eligible employee

is scheduled for vacation leave, the holiday time will not count against the employee's vacation balance. However, if an employee is scheduled for vacation leave, and the office closes unexpectedly (e.g., inclement weather, unplanned early holiday closure, etc.), the planned absence will count against the employee's vacation balance.

- d. The Employer shall endeavor to minimize the occasions when an employee is required to work while on their vacation. The Employer shall offer flex time to an exempt employee corresponding to time spent working by the employee while on vacation that has been required by the Employer, provided there are 3.75 or more hours of work required and such flex time off is scheduled with the Employer's approval. Non-exempt employees required by the Employer to work while on vacation shall be compensated for such work at his/her/their straight time rate of pay unless such work is overtime work under this Agreement. Time spent by a non-exempt employee performing work while on vacation hereunder will not count against the employee's vacation balance.
- e. A departing employee's final date of employment cannot be a vacation day. Departing employees who wish to use their vacation prior to ending employment with Human Rights First should request approval of their vacation plans from their supervisor and HR prior to determining their final workday.

2. Vacations shall be scheduled subject to the Employer's approval. 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/their 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. The Employer shall comply with applicable state and local laws concerning paid sick

leave, and in no event shall HRF provide paid sick leave less than that set forth in Article XI, Sections 1 and 2 of the Agreement.

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.

4. The Employer shall endeavor to minimize the occasions when an employee is required to work during a sick day. In the event an employee is informed by a manager that he/she/they are required to perform work on a sick day, he/she/they may decline the work if he/she/they are unable to perform the work due to sickness, provided that the employee informs the manager of such inability to perform the work as soon as possible. There shall be no discipline of or retaliation against an employee unable to perform work due to sickness. The Employer shall offer flex time to an exempt employee corresponding to time spent working by the employee during a sick day that has been required by the Employer, provided there are 3.75 or more hours of work required and such flex time off is scheduled with the Employer's approval. Non-exempt employees required by the Employer to work during sick days shall be compensated for such work at his/her/their straight time rate of pay unless such work is overtime work under this Agreement. Time spent by a non-exempt employee performing work while on a sick day hereunder will not count against the employee's sick leave balance.

ARTICLE XII – PERSONAL DAYS

1. Each regular full-time employee shall be entitled to paid personal leave days as set forth in this Article, 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. Personal leave hours will be earned by full-time employees as follows:

Years of Service	Days Earned/Year	Hours Earned/Pay Period
All full-time regular staff	5	1.44

- a. Once an employee has reached 1.5 times their annual accrual, the employee will not become eligible to accrue any additional personal hours until the employee’s personal days balance falls below the maximum accrual. In other words, employees may not accrue more than 7.5 days of personal leave hours. In addition, employees taking an unpaid leave of absence or who are on leave receiving disability payments do not accrue personal leave while they are on leave.
- b. Personal leave hours are pro-rated based on date of hire and are accrued at the end of each pay period. Part-time employees accrue pro-rated leave based on the hours worked each pay period.

- c. Employees are encouraged to take all of their personal days within the same year as accrued. However, it is recognized that workload may sometimes make it difficult to do so. The Employer shall endeavor to minimize the occasions when an employee is required to work during a personal day. The Employer shall offer flex time to an exempt employee corresponding to time spent working by the employee during a personal day that has been required by the Employer, provided there are 3.75 or more hours of work required and such flex time off is scheduled with the Employer's approval. Non-exempt employees required by the Employer to work during personal days shall be compensated for such work at his/her/their straight time rate of pay unless such work is overtime work under this Agreement. Time spent by a non-exempt employee performing work while on a personal day hereunder will not count against the employee's personal days balance.
 - d. A departing employee's final date of employment cannot be a personal day. Departing employees who wish to use their personal days prior to ending employment with Human Rights First should request approval of their plans from their supervisor and HR prior to determining their final workday.
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.

4. Effective on January 1, 2023, employees employed as of December 31, 2022 will be entitled to an advance of allotted personal days for the Benefit Year that have not yet been earned. The advancing of personal days under this provision shall not add to an employee's maximum allotment of five (5) personal days per Benefit Year. The allotment of personal days that may be advanced to an employee hired after January 1, 2023 shall be pro-rated based on date of hire for their first year of employment.

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. All policies shall be digitally available. A list of the policies in effect as of the date of this Agreement is annexed as Appendix A. Should the Employer make a change to any existing policy that has an impact on the members, it shall notify the Union of the change. The Union shall have the right to bargain, upon request, over the impact of any changes in the Employer's generally applicable policies on bargaining unit employees.

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. 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

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:

1. 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/they is required immediately to cease such activities, and that he/she/they 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

Section 1. The parties agree that all personnel actions following hire, such as compensation, benefits, transfers, terminations, layoffs, return from layoff, and training, will be administered without regard of actual or perceived race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, immigration status, ethnicity, citizenship status, refugee status, asylum seeking status, veteran status, military status, disability, genetic information, domestic violence victim status, stalking victim status, and union activity, or any other classification protected by applicable federal, state, or local law. Employees within any of these categories must have authorization to work in the United States, and if they do not possess such authorization they will be subject to termination. The above personnel actions shall be administered without regard of actual or perceived juvenile delinquency adjudications, youthful offender adjudications, arrests, or convictions to the extent required by applicable federal, state or local law.

Section 2. For the purposes of the Article, all the terms contained in section 1 above shall be interpreted as defined by law. If the terms gender identity and gender expression are not defined under law, then the terms shall have the following meanings:

A. Gender identity refers to a person's stated identification as man, woman, or some other gender which may or may not correspond to the person's designated sex at birth (meaning the sex originally listed on an individual's birth certificate).

B. Gender expression refers to a person's expression of gender identity through appearance, dress, behavior, grooming and mannerisms.

Section 3. Human Rights First and the Union agree to continue their policies that each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact with during the course of the employee's work.

Section 4. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by Human Rights First with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or

group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

ARTICLE 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

1. **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 only the question of whether the discussion was conducted in good faith and not the decision to not adjust the employee's compensation shall be subject to Articles XXII, Grievance Procedure, or

XXIII, Arbitration.

2. **Caseloads.** The parties agree on the following target caseloads for refugee representation work (excluding Project Afghan Legal Assistance work):

- Legal services coordinator, non-accredited – 235
- Legal services coordinator, fully accredited – 190
- Legal services coordinator, partially accredited – 200
- Staff Attorney – 150
- Associate Attorney – 150

The Employer shall have the right to assign cases above the targets set forth in this section for operational reasons (e.g., to meet client needs). The Employer will discuss concerns raised by the Union or an employee about caseloads or workloads and their impact on one or more employees, provided that only the question of whether a decision by the Employer to assign cases above a target set forth in this section was made for an operational reason shall be subject to Article XXII-Grievance Procedure, or Article XXIII-Arbitration.

ARTICLE XXVII – HEALTH AND SAFETY

1. The Employer and the Union mutually recognize the benefits of a work environment in which safe and healthful operations can be achieved in all phases of work. The Employer and the Union agree to promote a better understanding and acceptance of the principles of health and safety on the part of all employees to provide for their own health and safety and that of their fellow employees, members of the organization and the general public.

2. The Employer will comply with applicable federal, state and local laws concerning health and safety in the workplace.

3. The Labor-Management Committee (established under Article

XXV of the CBA) will meet quarterly, as requested by either party, to consider issues of concern regarding health and safety in the workplace. Should an extraordinary health emergency occur, the LMC may mutually agree to meet outside of its quarterly schedule to discuss any concerns about its impact on employees.

4. Should an employee believe that an assignment, in-person event or required travel poses a significant threat to the employee's health or safety, the employee may raise the issue with their manager and the employee and the manager should endeavor to address the employee's concern, with the involvement of HR as appropriate. An employee may request the presence of a union representative at a meeting held under this section. HRF will not unreasonably withhold its consent to such a request, and a representative who attends will act strictly as an observer during the meeting.

ARTICLE XXVIII – 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 XXIX – 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 XXX – 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 XXXI – SUCCESSORSHIP, RENEWAL AND DURATION

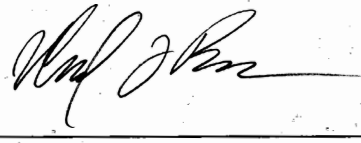
This Agreement shall be binding on the Employer and the Union, their successors and assigns. This Agreement shall be in full force and effect from May 1, 2022 through and including April 30, 2025, and shall be renewed automatically for one (1) year intervals thereafter unless written notice of an intent 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 January 2023.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180, AFL-CIO

By: 

HUMAN RIGHTS FIRST

By: 

MB 1/31/23

APPENDIX A

Human Rights First Employer Policies

May 1, 2022

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

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
Gift Policy
Temporary Overseas Remote Work Policy
Mandatory Vaccination Policy
Remote/Hybrid Work Arrangement Policy (effective upon execution of the Agreement)
Promotions Policy (effective upon execution of the Agreement)

SIDELETTER

May 1, 2022

Ms. Gloria Middleton
President
Communications Workers of America, Local 1180, AFL-CIO
6 Harrison Street
New York, NY 10013

Re: California Employees – Vacation and Personal Days

Dear Ms. Middleton:

This sideletter shall supplement the collective bargaining agreement by and between Human Rights First (the “Employer” or “HRF”) and Communications Workers of America, Local 1180, AFL-CIO (the “Union”) effective as of the first day of May 2022 (the “Agreement”).

Notwithstanding the limitation on carry-over of unused vacation and the potential for forfeiture of vacation days carried over set forth in Article X, Sections 3 and 5 of the Agreement, respectively, (i) California employees are entitled to carry-over accrued, unused vacation days from year-to-year, and (ii) California employees who leave the Employer for any reason are entitled to be paid for any accrued but unused vacation days.

Notwithstanding the prohibitions on the carry-over and payout of unused personal days set forth in Article XII, Sections 2 and 3 of the Agreement, respectively, (i) California employees are entitled to carry-over accrued, unused personal days from year-to-year, and (ii) California employees who leave the Employer for any reason are entitled to be paid for any accrued but unused personal days.

California employees are otherwise subject to all provisions of Article X and Article XII of the Agreement.

If this sideletter constitutes our understanding, kindly execute this letter in the space provided, and it shall become a binding sideletter to the Agreement.

Human Rights First

By:  _____

ACCEPTED & AGREED TO:
**Communications Workers of America,
Local 1180, AFL-CIO**

By:  _____
Gloria Middleton