

EXTENSION AGREEMENT

This Extension Agreement is made between Human Rights Watch (herein “Employer” or “HRW”) and Communications Workers of America, on behalf of itself and its Local 1180 (herein “Union,” and collectively with HRW, the “Parties”). This Agreement modifies the Parties’ collective bargaining agreement effective June 1, 2016, through June 30, 2020 (the “CBA”) as set forth below.

1. **DURATION:** Article 28 of the CBA shall be deemed amended to extend the duration of the CBA through June 30, 2022.
2. **LAYOFFS:** Notwithstanding any other provision in the CBA, between the execution of this Extension Agreement and June 30, 2022:
 - A. HRW agrees that it will not announce or notify bargaining unit employees of any layoff pursuant to Article 24 of the CBA prior to May 1, 2022 and will not implement any such layoffs prior to June 30, 2022. The parties acknowledge and agree that the foregoing shall not preclude discipline or discharge pursuant to Articles 7 or 8 of the CBA.
 - B. In the event HRW determines that a layoff becomes necessary during the term of this Extension Agreement due to lack of work or funding, the Employer will first advise the Union prior to notifying the affected employee(s). This notification may occur prior to June 30, 2022, and at any time after the execution of this Agreement. The notification shall include the job titles impacted, the seniority dates of employees and the projected layoff date. At the request of the Union, the Parties will meet to discuss issues related to the layoffs and/or reorganization plans affecting bargaining unit employees.
 - C. Pursuant to A and B above, the affected employee(s) will be notified not less than thirty (30) calendar days prior to the date the employee(s) projected roll off date.
3. **WAGES:**
 - A. Article 20, Section 1 will be amended to reflect a 2.5% increase to the base salary, retroactive to July 1, 2021.
 - B. Article 20, Section 2 will be amended to reflect a 4% annual increase to the straight time to all employees in the bargaining unit retroactive to July 1, 2021.
 - C. Wage increases due to pending promotions under Article 24 and the Sidebar Letter Regarding Promotions of June 30, 2016, will be retroactive to July 1, 2021.
4. **WORKLOAD AND WORK COVERAGE**
 - A. New tasks or duties assigned to any employee by management must be outlined in a plan prior to the departure or exiting (either permanently or temporarily including

any leave of absence whether paid or unpaid) of any HRW employee. Those tasks could include performing additional work of (1) management, (2) a job title with a higher wage rate/grade, (3) assign coverage/acting roles or (4) additional work from another employee(s) of the same or lower wage/grade. In such cases, the employee will be paid a temporary coverage differential. This assignment could be directly given or as part of a work-coverage plan, but it must be informed to the employee clearly with the expectations and the compensation they will receive, based on the level/tier of the additional work. The coverage allowance plan will be implemented:

- i. A week after the exiting employee leaves, provided they have given two weeks' notice.
 - ii. In the event the employee gives less than two weeks' notice the coverage allowance plan will be implemented no later than a total of three weeks from when notice was given.
 - iii. In the rare circumstances where notice is not given, the covering allowance plan will be implemented three-weeks after.
- B. Once approved, any acting/coverage allowance will be made effective from the date the acting/covering assignment was given to the employee.
- C. For incumbent employees who are receiving the covering allowance, such allowance will cease (1) one-month after a replacement has been found to fill the vacancy the incumbent is covering for. This period is design to have an effective transition of roles to the replacement employee.
- D. In the event that a represented employee takes on duties normally owned by their supervisor or a higher-level staff member, an acting title should be considered to fall in line with compensation.
- E. Coverage Allowance will be paid according to HRW Acting Allowance and Additional Allowance Policies as attached:
- i. Management Differential or Job Upgrade/Acting Role – 20% daily allowance.
 - ii. Additional Work for employees in the same or lower title – 15% daily allowance.
 - iii. The daily allowance will be calculated by dividing the employee's annual wage by 260 (regular workdays) and to that daily rate would then be multiplied by the daily allowance percentage. Example: $\$50k \text{ annual wage} / 260 = \$192.31 \times .20 = \$38.46 \text{ acting allowance.}$

5. EARLY PROMOTIONS

- A. HRW HR will develop an early promotion policy and process by October 1, 2021. Once finalized, the parties will meet to confer and bargain over the process, if necessary.

- B. The parties agree that once an agreement has been reached over the Early Promotions, it will be applied retroactively to the date of this extension.
- C. Early Promotions will be subject to the Consultation Procedure as defined under Article 10 of the CBA, this particular provision will expire on July 1st, 2022.


6. **EMERGENCY COVID-19 BENEFITS:**

- A. Effective October 1, 2021, Emergency COVID-19 benefits extended to employees at the outset of the COVID-19 pandemic will expire. Management, in its sole discretion, may decide to modify its policies to extend some of these benefits depending on the course of the recovery from the pandemic in the United States. At least fifteen (15) days before the expiration or modification of any of the COVID-19 benefits, the parties will meet to discuss the effects of such decision.
- B. Employees are eligible for flexible work as detailed in HRW's policy and will need to get supervisory approval to continue the flexible work arrangement as specified under HRW's policy. If there is a dispute over eligibility, then it will be resolved under the Consultation Procedure defined in Article 10 of the CBA.

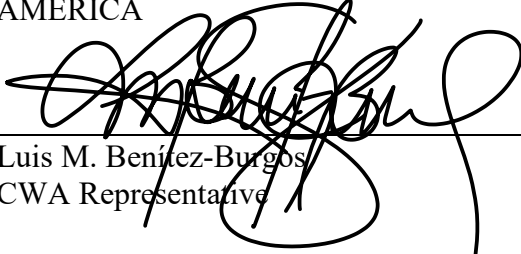
7. **MERCER REPORT:** The parties will meet and engage in bargaining prior to the implementation of any aspects of the report that are mandatory subjects of bargaining.

8. **PAYROLL SCHEDULE:** During the extension period, the parties will meet to discuss the potential change of the payroll schedule from a monthly pay schedule to a bi-weekly schedule for the members in the bargaining unit. Any changes will be implemented for the entire of the bargaining unit.

HUMAN RIGHTS WATCH

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Collin Mincy
Chief Human Resources Officer

COMMUNICATIONS WORKERS OF AMERICA


Luis M. Benitez-Burgos
CWA Representative

Date: 28 July 2021, 2021

Date: July 22, 2021