

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CWA Local 1180

&

**Physicians
For Human
Rights**



JAN. 1, 2025 — DEC. 31, 2027

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PREAMBLE

This Agreement was made and entered into by and between Physicians for Human Rights (hereinafter referred to as "PHR," or "Employer") and Communications Workers of America, AFL-CIO (hereinafter referred to as "CWA" or the "Union").

Whereas, the parties have a shared commitment to working at the intersection of medicine, science, and law to end human suffering and secure justice and universal human rights for all; and,

Whereas this work requires a workplace that fosters the meaningful participation of staff and ultimately reflects and upholds principles of diversity, equity, inclusion, and non-discrimination. The parties are committed to lifting up voices that have been historically excluded or marginalized due to discrimination and oppression, encouraging and supporting a work environment that is inclusive of people from diverse backgrounds, and respecting and engaging with difference; and

Whereas, PHR's workforce is fundamental to the success in the Employer's mission, and PHR is committed to improving their working conditions through collective bargaining; and

Whereas, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment.

Now, therefore, in consideration of the promises and mutual agreements contained herein, the Employer and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of the Employer recognized as being represented by the Union.

For the avoidance of doubt, all provisions of this Agreement referenced herein apply only to members of the bargaining unit.

ARTICLE 1

RECOGNITION & ESTABLISHMENT OF THE UNIT

Section 1

PHR recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment referenced herein on behalf of all covered employees in the bargaining unit.

Section 2

The term “covered employee and/or employees” as used in this Agreement shall mean all full-time and regular, part-time employees, and those whose job titles are created pursuant to the new job title provisions of this Agreement, of PHR in the United States but excluding supervisors, managers, confidential employees, and guards, as defined in the National Labor Relations Act, as amended, in accordance with the Appendix A of this Agreement, “Agreement for Neutral-Conducted Card-Check Process” between CWA and PHR dated and effective **December 8, 2021**.

ARTICLE 2

NEW JOB TITLES

Section 1

PHR shall notify the Union in writing of any newly created titles eligible for the unit, the duties established therefore, and the wage rates.

Section 2

The Union will have seven (7) business days to review the information provided by PHR. Within that seven (7) business

day period, the Union may request good faith discussions concerning the placement of the jobs in the salary structure and eligibility to be included in the bargaining unit. If discussions are not requested by the Union within that time frame, the placement of the jobs will be final.

Section 3

If the parties are unable to agree on whether the new job titles should be included in the unit, the Union may submit the matter to arbitration as provided for in Article 6, Arbitration.

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

Section 1

All employees in the bargaining unit on or before thirty (30) days of continuous employment with the Employer, and/or those employed on or before the effective date of this Agreement, shall be required to, as a condition of continued employment, acquire and maintain membership in the Union in good standing, or tender to the Union an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union.

Section 2

The Employer will deduct Union dues and initiation fees or agency fees in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership or fees allowed by law in lieu of dues upon receipt of a payroll deduction authorization. Such deductions shall be made in each payroll period and shall be remitted to the Union monthly. The Union shall provide the Employer with at least 30 days' notice of any changes in the dues or agency fees to be deducted.

Section 3

These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start upon receipt of a voluntary written authorization form signed by employees and delivered by the Union to PHR and will continue in effect until canceled in accordance with the terms of the authorization.

Section 4

PHR also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, and to furnish the Union a list of employees in the bargaining unit, including their names, rates of pay, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier such as payroll number.

Section 5

PHR shall bear the full cost of processing authorized payroll deduction of dues as set forth in this Article, except that the Union agrees to supply dues deduction authorization cards in a form approved by PHR and the Union. PHR shall accept authorization forms submitted electronically with digital signatures.

Section 6

Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of this Article, as applicable, said employee shall be terminated within thirty (30) calendar days after receipt of notification unless the employee has complied with the conditions of this Article and the Union so attests prior to the end of the thirty (30) day period.

Section 7

Notwithstanding the foregoing, employees who are members of and adhere to established and traditional tenets or teachings

of a bona fide religion that holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Instead, such employees shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the service fee provided in Section 1 above to the Union and the Union will make a contribution to a charity jointly agreed upon by the Union and the employee involved.

Section 8

The Union shall indemnify, save, and hold harmless PHR against any form of loss or liability arising out of any action taken or omitted by or at the request of the Union under this Article.



ARTICLE 4

GRIEVANCE PROCESS

Section 1

All complaints or prospective grievances by the Union shall first be taken up informally with PHR management in an effort to resolve the matter at an early stage. The parties recognize that day-to-day problems may be discussed and resolved between employees and their immediate supervisors. Such informal settlements are encouraged, provided that any settlement may not alter or change the terms or conditions of employment without the Union's consent. The parties will have up to thirty (30) days to resolve a grievance informally before moving to the steps as outlined in Section 3. The informal process will be initiated by notifying Human Resources by either employees or the Union.

Section 2

A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees, or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, Memorandums of Agreement, or other terms and conditions of employment, alleging an improper loss or reduction of any terms and conditions of employment arising out of the employment with PHR or alleging an employee was subject to discipline or discharge without just cause. Individual employees can also file grievances on their own behalf. If a grievance is settled at any of the following steps, it shall be considered closed and shall not be subject to further steps of the grievance procedure or to arbitration except to enforce the settlement. Any settlement may not alter or change terms or conditions of employment without the Union's consent.

Section 3

In the event employees and/or Union representative file a grievance pursuant to Section 1 above, the parties agree to attempt to settle the grievance by the following steps:

Step 1: If an informal resolution cannot be reached within thirty (30) calendar days, the aggrieved employees, with or without their Union representative, may file the grievance with PHR's Human Resources office within fifteen (15) calendar days after the conclusion of any informal conversation the parties may have pursuant Section 1 above. The grievance will be submitted in writing with HR via email at grievance@phr.org.

PHR's designee from Human Resources will contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the

purpose of setting a mutually agreeable meeting date virtually or at PHR offices to discuss the grievance. A decision in writing regarding PHR's response to the grievance will be provided to the Union and the employees involved within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

If PHR fails to offer a meeting date or fails to provide a written response in the agreed-upon timeframe, the grievance may be advanced to the second step at the Union's option.

Step 2: If the answer or decision of PHR is unsatisfactory to the Union, the grievance shall be appealed to the Executive Director of PHR, in writing, within fifteen (15) workdays after a decision has been rendered at the first step. The Executive Director or a designated PHR representative from executive management shall contact the Union representative within ten (10) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The designated PHR representative will provide a Step II decision in writing within fifteen (15) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

Step 3: If settlement is not reached in Step 2, then either party may, by written notice to the other, submit the grievance to arbitration provided that such notice is given within thirty (30) workdays after the Employer has given its decision in Step 2.

Section 4

Formal grievance meetings shall be held at mutually agreeable times and shall be conducted virtually or at PHR's premises on work time. For the purpose of presenting a grievance, those

employees of PHR, including the aggrieved employee(s) and the employee representative(s) designated by the Union, shall suffer no loss in pay for the time consumed in grievance meetings.

Section 5

It is the intent of this grievance process that grievances should be resolved at the lowest possible step.

Section 6

The Employer shall have the right to utilize the grievance and arbitration procedure with respect to any grievance that the Employer may have against the Union or any of its members. Such an action shall be initiated by a letter from the Employer to the Union and the Employer will follow the same time limits proscribed at each step.



ARTICLE 5

ARBITRATION

Section 1

Grievances that are not satisfactorily settled in accordance with the grievance procedure outlined in Article 5, Grievance Process, may be referred to arbitration by PHR's or the Union's written notice to the other party within thirty (30) working days following the conclusion of the formal grievance process. The time limits in this Article may be extended by the parties' mutual agreement in writing.

Section 2

PHR and the Union shall mutually agree on an arbitrator from either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration

Rules of the AAA or the rules of the FMCS. The decision of the arbitrator shall be final and binding except that the arbitrator shall have no authority to add to, subtract from, modify, change, or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance.

Section 3

The fees and expenses of the arbitrator, including interpreters and transcripts (if transcripts are agreed upon), shall be shared equally by PHR and the Union.

Section 4

If the Union provides PHR with a reasonable period of advance notice, PHR shall allow up to two (2) days off without pay for the grievant, Union witnesses, and/or Union representatives to prepare for arbitration and to participate in the arbitration hearing.

Section 5

Nothing in this Article prevents the parties from submitting the matter to a mediator, if mutually agreed. In such a case, the party requesting mediation should notify the other in writing and if mutually agreed, the time limits to request arbitration will be suspended. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement by the parties, the mediation conference will be scheduled within fifteen (15) days of PHR's or the Union's request for mediation. Such a conference will be held on the earliest mutually available date offered by the chosen mediator. Time limits will be held in abeyance until the end of the mediation process and will resume once the mediation has finished. Either party may request the mediation be terminated and the grievance be scheduled for arbitration.

ARTICLE 6

NON-DISCRIMINATION

Section 1

The parties agree that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, returns from layoffs, trainings, education, tuition assistance, and social and recreation programs, will be administered without regard for actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, political affiliation, refugee status, asylum-seeking status, statelessness, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence victim status, sex offense or stalking victim status, union activity, or any other classification protected by applicable federal, state, or local laws.

Section 2

Transitioning employees have the right to determine when, how, and with whom to share information about their transition status.

Section 3

All staff have the right to:

- A. Expect privacy in relation to their gender identity and gender expression.
- B. Have PHR's personnel records reflect changes in name or gender upon request. PHR may be required by law to provide documentation of a legal name change in order to change employees' names in certain circumstances, such as in connection with employees' payroll or retirement accounts.

- C. Be referred to by the name and pronoun(s) of their choice. The intentional or persistent misuse of a person's pronouns or gender identity can constitute harassment and an act of workplace discrimination. All employees may display their pronouns in signature lines and in other contexts where helpful to identify the way in which they would like to be addressed.
- D. Have their gender identity and gender expression supported by management and Human Resources. When requested, management and/or Human Resources will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, partners, donors, and other members of the public, in accordance with established guidelines.
- E. Be assigned work based on non-discriminatory factors. Employees may not be directed away from job assignments or otherwise adversely treated because of their sex, gender identity, or status as transgender or GNC.
- F. Access to PHR controlled restrooms corresponding to their gender identity, including gender-neutral restrooms as is practicable.
- G. Be provided benefits, such as health insurance, that do not discriminate based on gender, gender identity, or gender expression. PHR will not enter health insurance contracts that exclude coverage for transition-related care.

Section 4

PHR 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 5

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal laws, including the Americans with Disabilities Act (ADA).

ARTICLE 7

SENIORITY

Section 1

For purposes of this Agreement, seniority will mean years of service with PHR.

Section 2

Years of Service will be defined as the continuous number of years employees have been employed with PHR, beginning with the date of hire and ending with the effective date of employees' involuntary termination.

Section 3

A period of continuous service will include periods of authorized leave, whether paid or unpaid, but does not include periods when the individuals were not employed by PHR.

Section 4

In the event of layoff, furlough, or involuntary termination of a position due to work authorization or grant funding, if employees are rehired, those prior periods of service will count toward their total Years of Service unless the break in PHR's employment was more than one (1) year.

Section 5

If more than one (1) employee has the same seniority date, the last four (4) digits of the Social Security Number (SSN) will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

ARTICLE 8

HEALTH AND SAFETY

Section 1

PHR and the Union mutually recognize the need for a work environment in which safe and healthy operations can be achieved in all phases of work, along with the need 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.

Section 2

PHR will provide safety equipment, including ergonomic chairs and equipment, to employees' onsite locations, which are necessary for employees' work assignments in accordance with OSHA standards.

Section 3

Should employees believe that an assignment, in-person event, or required travel poses a significant threat to their health or safety, the employees should raise the issue with their manager, and the employees and the manager should endeavor to address employee concerns with the involvement of HR as appropriate.

Section 4

If employees and managers are unable to resolve the issue in Section 3 above, or the managers are not available to resolve the issue in a timely manner, employees may refuse to perform work that they reasonably believe would pose a serious threat of injury or illness.

Section 5

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

ARTICLE 9

SUCCESSORSHIP

Section 1

In the event PHR is to be transferred or assigned, PHR will notify the Union upon close of such transaction. That notice should be as soon as practicable but no less than thirty (30) calendar days prior to the close of such proposed transaction and follow all applicable laws.

Section 2

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

ARTICLE 10

SEVERABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now or hereafter in effect, and to the lawful rulings, regulations, and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state, or local laws or regulations, such terms or provisions shall continue in effect only to the extent permitted by such laws or regulations without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, PHR and the Union shall enter into negotiations regarding a mutually satisfactory replacement provision with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of PHR as an employer, PHR will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations

under this Article will be implemented as agreed upon by the parties.

ARTICLE 11

EMPLOYMENT CLASSIFICATIONS

Section 1 — Regular Full-time Employee

For the purpose of this Agreement, regular full-time employees are those employees who have satisfactorily completed the probationary period described in Section 8 below, who are scheduled to work at least forty (40) hours per week on a regular and continuous basis.

Section 2 — Regular Part-Time Employee

For the purpose of this Agreement, regular part-time employees are those employees who have satisfactorily completed the probationary period described in section 8 below, in a classification covered by this Agreement who are regularly scheduled to work in an established position less than forty (40) hours per week.

Section 3 — Temporary Employee

Employees who are hired for only a limited period of time not to exceed one (1) year to substitute for one or more regular, full-time or regular, part-time employees during their absence or are hired for a job that is of limited duration, including grant-funded employees, shall be considered temporary employees. Such employees shall not be included in the bargaining unit or subject to the provisions of this agreement. In no event will the total time of a temporary employment last a cumulative twelve (12) months in a twenty-four (24)-month period without agreement from the Union, in which the employees will be included in the bargaining unit subject to the provisions of this Agreement. This term will include individuals hired and

retained through an outside agency. This provision does not apply to consultants.

Section 4 — Consultants

Consultants, also known as independent contractors, are individuals or companies employed by PHR in an advisory role on a temporary basis due to their expertise in a particular area of work or to provide guidance on a time-limited project. Consultants shall not be included in the bargaining unit or subject to the provisions of this agreement.

Section 5 — Intern

An intern is an individual who performs work on an unpaid or paid basis for the individual's own purposes, which includes, but is not limited to, meeting educational requirements or expectations for a degree being pursued by the individual, and/or providing support for PHR's initiatives/causes. Interns shall not be included in the bargaining unit or subject to the provisions of this agreement.

Section 6 — Fellow

Fellowships are funded, short-term opportunities that can last from a few weeks to a few years. They can be focused on professional, academic, and/or personal development. Fellowships are sponsored by a specific association, organization, institution, or government that sets the eligibility requirements. Fellows shall not be included in the bargaining unit or subject to the provisions of the Collective Bargaining Agreement.

Section 7 — Probationary Employees

Newly hired employees shall serve a probationary period of three (3) months. The probationary period of any employee may be extended by mutual agreement of PHR and the Union for up to an additional two (2) months. At any time during the probationary period or any extension thereof, the Employer may discipline or discharge probationary employees

without regard to the provisions of Article 20, Discipline and Performance, and any such discipline or discharge shall not be subject to the grievance and arbitration provisions contained in Article 5, Grievance Procedure, and Article 6, Arbitration.

ARTICLE 12

JOB DESCRIPTIONS

Section 1

The Employer shall maintain a written job description for each title within the bargaining unit. All written job descriptions are guides to the general duties of the role. The duties listed in the job description are not to be construed as a limitation on the Employer's right to assign work, consistent with this Article, but employees shall not be assigned unfamiliar duties that they might not reasonably be expected to perform. The duties listed in the written job description are not to be construed as a limitation on the employees to voluntarily take on additional work, special projects, or professional development opportunities.

Section 2

All new hires in the bargaining unit shall receive the applicable written job description for their titles as part of the onboarding process on or before their start date. As part of the onboarding process, all new bargaining unit employees shall have a meeting with their direct supervisor as soon as practicable after the employees' start dates to discuss the written job descriptions and ask any questions regarding the written job descriptions the employees may have.

Section 3

In the event the Employer materially modifies a current written bargaining unit job description, the Employer shall inform the

Union about said change(s). At the request of the Union, the parties will meet with employees to review the changes or new job descriptions and will be provided with an explanation for the change(s). In the event such changes substantially increases employees' overall workload and/or degrees of responsibility, the Union may request an adjustment in employees' compensation, which the Employer shall discuss in good faith with the Union. Following a good faith discussion, if the Employer believes the additional responsibilities are significant enough to warrant a compensation adjustment for the period of such added responsibilities, the Employer will provide a compensation adjustment that is final and binding.

Section 4

Upon written request by the Shop Steward, all members of the bargaining unit at the time of ratification of the Agreement shall receive a copy of their written job descriptions within ninety (90) days of the ratification of this Agreement.

ARTICLE 13

LABOR-MANAGEMENT RELATIONSHIP

Section 1

PHR will notify the Union when new employees enter the Bargaining Unit. PHR will allow the Union to schedule time to meet with new hires during work hours, not to exceed one (1) hour.

Section 2

The parties will keep each other fully informed, in writing, of all representatives who may be designated with the responsibility of representing the Union or management regarding the administration of this Agreement.

Section 3

At any meeting between a representative of PHR and employees in which any formal discipline as defined in Article 21, Discipline and Performance, is to be announced, employees may request a Union representative to be present.

Section 4

The Shop Stewards shall be permitted reasonable time for the performance of their 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 Shop Steward of their duties as employees of the Employer.

ARTICLE 14

LABOR-MANAGEMENT COMMITTEE

Section 1

A Labor-Management Committee (LMC) will be created for the purpose of discussing broad concerns of mutual interest to the parties, maintain communication between the parties, promote a climate conducive to constructive employee relations, and create a mechanism to address employment related issues, regardless of whether such matters are specifically addressed in the collective bargaining agreement. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- A. The Committee shall consist of no more than two (2) representatives designated by PHR and no more than two (2) representatives designated by the Union.
- B. The Committee will meet twice per year upon request of either party, or more frequently upon the mutual

agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present. Meetings may be done virtually or in person depending on the location of the participants. Meetings shall be held during work hours and employees shall suffer no loss in pay. Committee meetings will typically be scheduled for no more than two (2) hours.

- C. Discussions and decisions of the Committee shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.
- D. PHR's Executive Director or designated delegate and a CWA District 1 representative may be invited to participate in the LMC meeting.

ARTICLE 15

HOURS OF WORK AND SCHEDULES

Section 1

The Union and the Employer acknowledge that for exempt employees covered by this Agreement, that it is not possible to prescribe precise hours of work and that it sometimes will be necessary for employees to work in excess of forty (40) hours per week without additional compensation. If requested to work overtime, employees will be expected to do so.

Section 2

The normal PHR workweek is Monday through Friday. A full-time work week shall consist of forty (40) hours with a one-(1) hour unpaid meal period each workday. For employees working less than thirty (30) hours, the unpaid meal period is limited to 30 minutes. Normally, employees' workdays shall

be scheduled between 7:00 a.m. and 8:30 p.m. (local standard time). PHR's core business hours are 9:00 a.m. to 6:00 p.m. In general, employees are expected to be at work during regular business hours. Actual work schedules, however, will depend on the responsibilities of the position. Exceptions to this schedule are subject to approval by an employee's manager or supervisor.

Section 3

It is recognized and understood that the Employer may require deviations from employees' regular schedules of work for causes such as, but not limited to, vacation, leaves of absence, evening, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel, and emergencies. No such deviations shall be considered a violation of this Agreement. The Employer will give bargaining unit staff reasonable notice of the need to deviate from the employee's working schedule.

Section 4 — Overtime

Nonexempt employees shall receive one-and-one-half (1½) times their regular rate of pay for all authorized time worked in excess of forty (40) hours within the workweek. There shall be no pyramiding, compounding, or double payment for the same hours worked. Employees are required to work overtime if requested unless excused for just cause by their supervisor. Overtime can only be authorized by employees' supervisors or their designees in writing in advance.

Section 5 — Compensatory Time.

- a. Exempt employees will be entitled to accrue compensatory time off in the following circumstances: (i) for travel and/or attendance at meetings on weekends or holidays; (ii) travel and/or attendance at meetings outside employees' regular work hours that may or may not be a routine part of their usual job responsibilities such as extended travel away from

job locations that occurs during weekends/nights, evening meetings, all-day or multi-day meetings extending beyond an eight (8) hour work day); (iii) substantial amount of work (four (4) hours or more) that is required by employees' managers/supervisors to be completed outside of regular work hours.

- b. There is an additional provision for rest and recuperation time in cases of an extended travel period. This applies where a trip is of ten (10) days' duration or longer. In these cases, an extra day off is allowed for a trip lasting ten (10) days, two (2) days for a trip lasting twenty (20) days, etc.
- c. To receive compensatory time under (i), (ii), or (iii) above, an employee's manager/supervisor must confirm by email in advance before the work is performed, with a copy to Human Resources, that such work and/or travel outside the employee's regular work responsibilities or hours is required.
- d. Compensatory time should be taken immediately or as soon as practically possible to do so and must be used during the next two (2) months from the day it is earned. Compensatory time can be used consecutively with other forms of paid leave. Use of comp-time must be approved by the employees' managers/supervisors, who will be expected to make reasonable efforts to support staff requests to utilize comp time. If employees are unable to use compensatory time within the two (2) months from when the compensatory time is accrued due to heavy workload, an extension may be granted by the supervisor/manager and the Director of HR for up to one (1) additional month. If the compensatory time is not used by the end of the extension, the compensatory time will be lost.
- e. Upon an employee's resignation from employment, the employee's manager/supervisor should work with the

employee to enable the use of any remaining compensatory time before termination. Unused compensatory time will be lost and will not be subject to payout as part of an employee's final paycheck.

Section 6 — Emergency Closing

If an employee is scheduled to work at a facility that is officially closed due to an emergency, the employee will work remotely.

Section 7 — Lactation Period

Employees are entitled to lactation time in accordance with federal and local laws.

ARTICLE 16

HIRING AND PROMOTIONS

Section 1

The Employer may hire employees from any available source. All bargaining unit vacancies that PHR is seeking to fill will be posted (manually or electronically) in such a fashion as to be accessible by bargaining unit employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy will remain posted for seven (7) working days. Employees who apply for the vacancy, and PHR deem to be qualified, will be interviewed by PHR.

Section 2

The determination as to whether any employee is more or less qualified to fill a vacancy shall rest solely with the Employer. If the Employer determines that the relative qualifications, experience, and performance between two or more employees are equal, then the employee with the most seniority shall be given the position. The determination of qualifications for employment at PHR and which individuals are given offers of

employment are within the sole discretion of the Employer and cannot be contested by the Union, with the limited exceptions of cases of discrimination or violations of law.

Section 3

Where in PHR's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, PHR shall award the position to the internal applicant.

Section 4

Promotions shall be made in accordance with the following procedure:

Supervisors who support the promotion of a staff member should present a written proposal to EMT via Human Resources. EMT will consider the request based on the individual's performance, organizational needs, and funding availability. An out-of-cycle promotion will be considered by EMT in the following instances upon the written recommendation of the supervisor as per above:

1. A material change in role; or
2. The filling of an existing higher-level vacancy.
 - a. Employees may also raise the issue of promotion with their supervisor when the above criteria have been met.
 - b. In the event a bargaining unit employee is promoted to another position within the bargaining unit, the employee and Union will have the right to review and approve the proposed salary and job title before the promotion is approved.
 - c. Should an employee leaves PHR, PHR at its sole discretion reserves the right to rehire the position at a lower salary grade than that of the departing employee. There is no presumption that the vacancy will be rehired at the same grade as the departing employee.

Section 5

PHR agrees to provide the Union, in writing, the names, titles, and wages of all candidates selected, transferred, or promoted to a bargaining-unit-eligible position under this Article, by the thirtieth (30th) day after any such action occurs.

Section 6

PHR reserves the right to determine, at its sole discretion, the location of any job, provided that any relocation of a position shall be for legitimate business needs only and shall not be undertaken for the purpose of targeting a bargaining unit employee or to undermine or diminish the bargaining unit or the scope of bargaining unit work.

In the unlikely event that PHR wishes to relocate a bargaining unit employee, such relocation must be expressly approved in writing by PHR's Executive Director and agreed to by the employee. Reasonable expenses for such relocation shall be reimbursed. Such expenses must be approved in writing in advance by the Director of Finance, based on legitimate, competitive quotations. Upon request, PHR shall meet with the Union to discuss such relocation in good faith, including other job functions available at the employee's current location. If, at the end of this discussion, an employee does not agree to a relocation, said employee will be covered by the layoff provision outlined in this Agreement.

ARTICLE 17

REMOTE WORK

Section 1

Remote Work: PHR may occasionally hire employees and assign them to work from their homes.

PHR retains the exclusive right to determine work locations

for all staff provided this does not conflict with any provision of this Agreement. Most PHR positions are tied to an office, location (New York, Boston or Washington, D.C.) in the U.S.

A remote position is one where the location of the position is not tied to the location of a PHR office. Requests to work remotely must be submitted via line management to HR and approved by the Executive Director.

Employees who are granted remote work arrangements must remain available to be in the office for events that require their presence, as requested by PHR, provided such requests are made in good faith, and as long as the employees are provided one (1) week's advance notice. Employee may be provided less than one week's notice if PHR is unable to provide such notice due to an emergent business need.

ARTICLE 18

HYBRID WORK ARRANGEMENTS

Section 1

Hybrid work: A hybrid arrangement is one in which management has granted staff based at a PHR office location the option of working from home for a limited number of days each week.

Employees who are granted hybrid work arrangements must remain available to be in the office for events that require their presence, as requested by PHR, provided such requests are made in good faith.

PHR may amend or terminate such a hybrid work arrangement with thirty (30) days' written notice, provided that such action will not be undertaken for the purpose of targeting or discriminating against bargaining unit employees or for the purpose of discipline.

ARTICLE 19

BARGAINING UNIT WORK

Bargaining Unit work shall not be assigned to employees outside the unit, except as outlined below:

Section 1

Non-bargaining unit employees shall be permitted to do bargaining unit work provided that such work is not their primary responsibility and does not displace existing bargaining unit positions. Interns, volunteers, and work-study students shall continue to be allowed to perform bargaining unit work on a temporary basis.

Any assignment of bargaining unit work to non-bargaining unit employees shall be done for legitimate organizational needs, but not for the purpose of discriminating against any of the bargaining unit employees and shall not reduce the size or diminish the scope of the bargaining unit.

Section 2

In the event PHR needs to contract out bargaining unit work or temporarily utilize agency workers to perform bargaining unit work, it will notify the Union of the nature and duration of that engagement prior to the engagement, and will include the contractor/agency worker's' names, PHR staff to whom they will report, and the scope of bargaining unit work assigned.

ARTICLE 20

DISCIPLINE

Section 1

PHR shall have the right to discipline, suspend, or discharge non-probationary bargaining unit employees for just cause only.

Discipline shall be applied progressively by PHR except in the case of gross misconduct.

Section 2

Cases involving gross misconduct may be subject to discipline up to and including termination. Where employees would otherwise be terminated for just cause, PHR may, under appropriate circumstances, exercise its discretion to take corrective action other than immediate employment termination.

Section 3

For a first incident of problematic conduct or behavior that does not constitute gross misconduct, employees will receive a disciplinary action not exceeding a first written warning together with coaching input from management. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, employees will receive a final written warning, which may be coupled with an unpaid suspension notifying employees that any subsequent problem will be grounds for termination. In the event of a subsequent problem, employees may be terminated without further proceedings.

Section 4

Except in cases of gross misconduct, in any disciplinary proceeding, the Employer may not rely on any known material

adverse to the employees that occurred more than eighteen (18) months prior to the current disciplinary action.

Section 5

Written warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of sixteen (16) months provided no other disciplinary action has taken place during that period.

A black banner with a white dotted pattern on the left side. The text is centered in white, bold, uppercase letters. The text reads: "ARTICLE 21" on the top line, "PERFORMANCE EVALUATIONS AND" on the second line, and "PERFORMANCE IMPROVEMENT PLANS" on the third line.

ARTICLE 21

PERFORMANCE EVALUATIONS AND PERFORMANCE IMPROVEMENT PLANS

Section 1 — Performance Evaluations

- a. Employees will receive periodic performance reviews after completing probation. PHR will aim to conduct reviews annually.

Section 2 — Performance Improvement Plans

In the event employees demonstrate performance issues, behavior, and/or conduct below expectations, employees' supervisors will establish a clear plan (referred to as a Performance Improvement Plan or PIP) with the employees for closely managing performance and correcting identified problems through a performance improvement process.

Performance evaluations and the performance improvement process are not disciplinary action, but may result in disciplinary action in accordance with Article 21, Discipline.

The written PIP will identify performance issues based on job description that require correction and include a written plan of action with specific measurable indicators decided upon by the manager to guide the improvement or corrective action.

The PIP will outline clear expectations, benchmarks, and a timeline to measure improvement. Once the PIP is shared with the employee, the employee can consult with a Union representative and provide written feedback that will be placed in the employee's personnel file and considered in good faith in evaluating the success of the PIP. The final version of the PIP will be determined by PHR management. PIP will last for a predetermined amount of time with a minimum of thirty (30) days, which may be extended by thirty (30) days by mutual agreement of both parties but not exceed a total of ninety (90) days.

Where an employee has gone through the Performance Improvement Process and, at the conclusion of that process, PHR determines that the outcome was not fully successful, the employee may be issued a disciplinary action in connection with concerns or issues identified as part of the PIP, not exceeding the next step in the disciplinary process. Any disciplinary action instituted in connection with concerns or issues identified as part of the PIP will be undertaken in accordance with Article 21, Discipline. Further performance issues may result in discipline up to and including termination from employment. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.

ARTICLE 22

SICK AND SAFE LEAVE

Section 1

Full-time employees will accrue one (1), eight (8) hour day of sick and safe leave per month starting on day one (1) of employment up to a maximum of twenty-four (24) days.

Section 2

Part-time employees will accrue sick leave on a pro-rated basis, based on the number of hours in their regularly scheduled workweeks.

Section 3

Sick leave is to be taken for the following reasons:

- a. Employee's mental or physical illness, injury, or health condition; employee's need to get a medical diagnosis, care, or treatment of own mental or physical illness, injury, or condition; or employee's need to get preventative medical care; or
- b. Employee's need to care for a family member who needs to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or who needs preventive medical care; or
- c. Employee's routine medical appointment or a routine medical appointment for the employee's family member; or
- d. Closure of a PHR office or a school or childcare provider of the employee's child due to a public health emergency

Section 4

Safe leave is to be taken for absences associated when the employee or immediate family member may be the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking and there is a need to take actions necessary to restore the physical, psychological, or economic health or safety of the employee or immediate family members or to protect those who associate or work with them, including to:

- a. Obtain services from a domestic violence shelter, rape crisis center, or other services program;
- b. Participate in safety planning, relocation, or other actions

to protect the employee's safety or that of family members, including enrolling young people in a new school;

- c. Meet with an attorney, government agency, or social service provider to obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing, or consumer credit;
- d. File a domestic incident report with law enforcement or meet with a district attorney's office or attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking;
- e. Attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

Section 5

For the purpose of this Article, immediate family will be an employee's child (biological, adopted, foster, legal ward, or child of employee standing in loco parentis), spouse or domestic partner, parents and legal guardians (including in-laws), siblings (including half-siblings, step-siblings, siblings related through adoption, and including in-laws), grandparents (including in-laws), grandchildren, a relative living with the employee, and the parents or children of a spouse or domestic partner. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis, within twenty-four (24) hours of a request by the employee to Human Resources.

Section 6

Employees will be permitted to use sick and safe leave in one (1) hour increments for emergencies or preventative medical care.

Section 7

Employees can carry over unused sick and safe leave days to the next year up to a maximum of twenty-four (24) days accrued. Employees will not be paid for accrued, unused, paid safe and sick leave upon termination of employment.

Section 8

Employees will endeavor to provide as much advance notice of the days they are unable to report to work due to any covered situation under this Article as soon as practicable under the circumstances.

Section 9

Employees are requested to give as much advance notice as possible of any request for leave granted under this policy. Employees may be required to provide documentation from a licensed health care provider for any leave that exceeds three (3) consecutive workdays or in other circumstances permitted by law.

Section 10

Other than provided for elsewhere in this agreement, PHR will not require employees or a health care provider or other service provider to disclose the details of any medical condition or covered offense relating to employees or a family member that requires employees to take safe or sick leave of less than three (3) days. The Employer reserves the right to request a letter of explanation from a health care provider when it is concerned about abuse or where such a letter is otherwise required. Any information employees do disclose with respect to a safe and sick leave request, or information contained in a verification or documentation of proper use of safe and sick leave, will be treated by PHR as confidential and will not be disclosed except by the affected employees with their written permission, or as required by law. PHR will not delay the taking of earned sick time or delay pay for the

period in which earned sick time was taken for employees entitled to pay on the basis that PHR has not yet received the certification.

ARTICLE 23

HOLIDAYS

Section 1

Full-time employees will receive pay for their normally assigned hours at their basic regular rate of pay on a holiday.

Section 2

Employees on personal leave of absence or extended FMLA leave without pay are not eligible to receive holiday pay for holidays falling during their leave.

Section 3

Regular part-time employees will be eligible for pro rata holiday pay for those holidays that fall on a day on which the employees are regularly scheduled to work.

Section 4

The holidays will be as follows:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous Peoples Day
9. Veterans Day

10. Thanksgiving Day

11. Day after Thanksgiving Day (Friday)

12. Christmas Day

Section 5

In recognizing the time and effort put in throughout the year, employees are entitled to paid leave to be taken between Christmas Day and New Years' Day. This leave cannot be taken at any other time.

Section 6

Where days of personal conscience, religious significance, or ethnic observance do not coincide with the holidays in Section 2 above or could not be exchanged pursuant Section 4 above, managers shall make every effort to accommodate requests to observe such days. Employees must use their personal or vacation days to be paid for these absences.

Section 7

When a holiday falls on a Saturday the holiday will generally be observed the Friday prior. When a holiday falls on a Sunday, it generally will be observed the next Monday or as is nationally recognized.

Section 8

From July 1 through September 30, all staff are entitled to a maximum of eight (8) "Friday Flex Time" days where staff are eligible to leave work on Fridays starting at noon provided that employees make up the afternoon hours (for example, by working thirty-six (36) hours throughout the week and four (4) hours on Friday), subject to supervisor approval. The maximum number of "Friday Flex Time" days may be extended for all employees at management's discretion. Employees are not permitted to work forty (40) hours Monday through Thursday and take the full day off on Friday; employees must work at least four (4) hours on Friday. Noon is the earliest an employee

may leave on Friday to ensure availability and ability to do productive work.

It is employees' responsibility to ensure documentation of supervisors' approval and that they do not exceed the maximum of eight (8) Friday Flex time days per year.

Section 9

Non-exempt employees who are required to work on a holiday shall be paid for such work at time and a half (1.5 times) their regular rate for all work on such holidays. Supervisors must authorize any holiday work in writing in advance.

Section 10

Exempt employees who are required to work on a holiday will accrue compensatory time at their regular rate for all work on such holidays in accordance with this Agreement.



ARTICLE 24
VACATIONS

Section 1

All full-time regular and temporary employees earn 1.83 days of vacation for each month of active employment, up to a maximum of twenty-two (22) vacation days per fiscal year. Part-time regular and temporary employees earn vacation on a pro-rated basis in accordance with the number of hours they are regularly scheduled to work per week. Casual employees who are paid by the hour do not accrue paid vacation.

Section 2

Employees may carry over up to ten (10) vacation days to the next fiscal year (starting July 1) provided that any days that are carried over must be used by the end of such fiscal year.

Section 3

Employees should request vacation time off as far in advance as possible to allow for coverage in their absence. PHR expects a minimum of two (2) weeks' advance notice for planned absences. Every effort will be made to accommodate a vacation request, but final approval rests with the manager and will be based on such considerations as work coverage, whether other employees are on vacation or leave, and other business considerations of PHR. If employees believe that request for vacation is denied inappropriately, they may consult with the Human Resources Department to ensure that the proposed vacation is not being denied without adequate cause.

Section 4

Full-time and part-time employees who terminate their employment will be paid at their base rate of pay in effect at that time, for any vacation earned but not used through the date of termination.

Section 5

If a holiday occurs during employees' vacations, it will not be charged against their available vacation.

ARTICLE 25

LEAVES OF ABSENCE

Section 1

Family and Medical Leave. PHR will provide Family and Medical Leave ("FML") benefits to eligible employees in accordance with the Family and Medical Leave Act (the "FMLA"). Eligible employees are those who (a) have worked for PHR for at least twelve (12) months, and (b) have worked at least 1,250 hours in the twelve (12) months immediately preceding the requested leave. Such service described in (a) need not be

consecutive, but employment prior to a continuous break in service of seven (7) years or more will not be counted except in certain circumstances. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.

A. Purposes of Leave: FML is made available for the following purposes:

1. The birth and care of an employee's child or the placement of a child with an employee for adoption or foster care.
2. The care of an employee's child, spouse, or parent with a serious health condition.
3. The employee's own serious health condition (whether job-related or not) that prevents the employee from performing the essential functions of their job, including disability in connection with pregnancy or childbirth.
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active-duty status as a member of the National Guard or Reserves or as a retired member of the Regular Armed Forces or Reserves in support of a contingency operation ("Qualifying Exigency Leave"); or
5. To care for a member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy due to an injury or illness incurred in the line of duty while on active duty (a "Covered Service member") and for whom the employee is a parent, child, spouse, or next of kin ("Service member Family Leave").

B. In accordance with applicable federal regulations, a qualifying exigency may include (1) short-notice deployment; (2) attending certain military events and

related activities; (3) arranging for alternative child care or school or day care enrollment, or attending certain school or day care-related meetings; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with a Covered Service member who is on a short-term temporary rest and recuperation leave; (7) attending certain post-deployment activities; or (8) additional activities arising out of the Covered Service member's active duty or call-to-duty status, provided that PHR and the employee agree that such leave shall qualify as Qualifying Exigency Leave and agree to the timing and duration of the leave.

C. Length of Leave

1. For all types of FML other than Service member Family Leave, an eligible employee may take up to a total of twelve (12) weeks of FML (inclusive of any Service member Family Leave) in any rolling 12-month period (meaning a period of twelve (12) months measured backward from the date the employee uses any FML).
2. An eligible employee may take up to a total of twenty-six (26) weeks of Service member Family Leave under this policy during a single 12-month period. For purposes of calculating Service member Family Leave, the single, 12-month period begins on the first day the eligible employee uses any Service member Family Leave and ends twelve (12) months after that date. FML taken during this single 12-month period for any other qualifying reason (as described above) will be deducted from the twenty-six (26) weeks of leave available for Service member Family Leave.
3. If PHR employs both spouses, and both spouses request FML for the birth, adoption, or foster care placement of a child; to care for that child; or to care for a parent

with a serious health condition, both employees may have up to six (6) weeks or half of their respective leave periods overlap, whichever is greater, in a rolling twelve (12)-month period.

D. Intermittent Leave

Employees who are eligible for FML for their own serious health conditions, including disability in connection with pregnancy or childbirth, FML for the serious health condition of a family member, or Service member Family Leave, may take FML on an intermittent basis when medically necessary. Employees may also take Qualified Exigency Leave on an intermittent basis when necessary. In appropriate circumstances, PHR may require employees to transfer to an alternative position for which they are qualified and which better accommodates the intermittent leave. In such cases, the employees will receive their same salary and benefits while working in the alternative position.

E. Procedure to Request FML

1. For all types of FML other than Qualifying Exigency Leave, if the need for leave is foreseeable, employees must request the leave at least thirty (30) days in advance of the date on which they intend to begin the leave. When the need for Qualifying Exigency Leave is foreseeable, employees must provide notice to PHR and request the leave as soon as is practicable. In all cases, if the need for leave is not foreseeable, employees must provide notice to PHR as soon as practicable. In giving notice, employees must provide sufficient information for PHR to determine whether the leave may qualify for FMLA protection, and they must provide the anticipated timing and duration of the leave.

2. PHR may request medical certification or other documentation, if applicable, as a condition of granting FML. In some situations, PHR may contact an employee's health care provider for the purposes of clarification and authentication, but PHR will not use the employee's direct supervisor to make such contact, and state and federal laws governing the privacy of medical information will still apply. In addition, during any FML period, PHR may require employees to provide information about their status and intention to return to work.

F. Benefits During FML

1. During FML, eligible employees will continue participation in PHR's group health plan, and PHR will continue to make its usual contributions to the premium costs of the plans, provided that the employees pay their share of the cost. Employees on FML may continue participation, at their cost, in other PHR benefit plans to the extent permitted under the terms of the applicable plan. Vacation, sick time, personal days, holiday pay, and other paid time off are not earned during FML (or any extended leave following the expiration of FML).
2. At the conclusion of the FML, employees generally have the right to return to the same or an equivalent position, as follows:
 - a. Upon returning from Service member Family Leave that has not exceeded twenty-six (26) weeks or any other type of FML that has not exceeded twelve (12) weeks, employees will be returned to the same position that they left when leave began or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, provided that their jobs still exist and the employees

would have continued to be employed in that job had they not taken FML. The employees will be reinstated without loss of employment rights or benefits that the employees earned or accrued prior to the beginning of the leave, except to the extent such benefits were used or paid during the leave.

- b. Employee returning from leave (other than intermittent leave) due to their own serious health conditions, including leave for pregnancy and childbirth, must provide a fitness-for-duty certification from their health care providers verifying that they are able to return to work and specifying any required job accommodations. Employees returning from intermittent leave due to their own serious health conditions may be required to provide a fitness-for-duty certification every thirty (30) days if they used intermittent leave during that thirty (30)-day period, if reasonable safety concerns exist.

G. Use of Paid and Unpaid Leave

1. Employee who take FML because of their own serious health conditions, including disability related to pregnancy or childbirth, may be eligible for benefits under PHR's short-term or long-term disability plans. Employees who take FML for the birth and care of a child may be eligible for salary replacement under PHR's Parental Leave Policy or applicable state law.
2. FML leave is otherwise unpaid, except to the extent that employees are eligible to use paid leave under PHR's generally applicable policies regarding accrued sick, personal, and vacation time, or as provided under state or local laws, including New York Paid Family Leave ("NYPFL") or Massachusetts Paid Family Leave ("PFMLL")

as applicable. Where employees are eligible to use such paid leave, the employees will be required to substitute that paid leave for any otherwise unpaid portion of their FML, and such paid leave will run concurrently with, not in addition to, FML. Employees on FML do not accrue any paid time off and are not eligible for holiday pay.

Section 2 — State-Based Family Leave

Employees may also have rights to family leave under state laws. Nothing in this Agreement limits any employee's rights under state laws.

Employees will not, in any circumstances, be able to combine state wage replacement and PHR supplement to receive more than their weekly pay.

Section 3 — Parental Leave

- A. Employee who have worked for PHR for at least twelve (12) continuous months may be eligible to take Parental Leave in the event of the birth, adoption, or foster care placement of a child, in accordance with the terms of this policy. For avoidance of doubt, no distinction will be made between "primary" or "non-primary" caregivers. Any leave of absence required under state law, including the FMLA, NYPFL, PFMLL, and MPLL, and provided pursuant to PHR's FML policy, will run concurrently with any leave granted under this policy, to the extent permitted by law.
- B. Eligible employees will be entitled to up to twelve (12) weeks of paid time off for the birth and care of the newborn child of an employee or for placement with the employee of a child for adoption or foster care up to twelve (12) months after the arrival of the child. Employees may take up to two (2) weeks of their twelve- (12) week allocation of parental leave prior to the arrival of the child.
- C. PHR will supplement any state wage replacement, which is primary, for such leave (e.g. State Disability Insurance, Paid

Family Leave) up to 100 percent (100%) of the employee's wage/salary for up to twelve (12) weeks. Eligible employees must apply for any benefits available to them under such policies and/or programs. Employees will not, in any circumstances, be able to combine state wage replacement and PHR supplement to receive more than their weekly pay.

- D. Paid time off, vacation days, or other benefits are not earned or accrued during an unpaid leave of absence. Additionally, pursuant to PHR's treatment of holiday pay for all types of leaves of absence, employees will not be eligible to receive holiday pay while on parental leave.
- E. Employees will follow the relevant procedures outlined above under FMLA to request parental leave.

Section 5 — Bereavement Leave

Full-time or regular, part-time employees may be granted up to three (3) days' leave as needed with pay in the case of the death of the employee's spouse or partner; chosen or biological children; parents and legal guardians (including in-laws); siblings (including in-laws); grandparents (including in-laws); grandchildren; a relative living with the employee; or the parents or children of a spouse or partner. In special circumstances, additional time off, with or without pay, may be granted in the case of the death of one of those listed above or in the case of another relative or close friend. Bereavement leave requires supervisor approval.

Section 6 — Jury Duty

PHR recognizes employees' rights and obligations to perform jury duty. If employees are called for jury duty, they should notify their supervisor as soon as possible and share a copy of the jury duty notice to their supervisor and Human Resources. When employees are required to serve on a jury, PHR will pay the employees the difference, if any, between their regular salary and any jury pay received for the time they

are required to serve on the jury, or as otherwise required by law. Employees are expected to report for work on any day on which attendance as a juror is not required. If employees are excused from jury duty early in the day, the employees will be expected to return to work for the remainder of the day.

Section 7 — Military Leave

- A. Employees who are required or elect to participate in military training or duty shall be granted unpaid leaves of absence in accordance with applicable law. Employees called for active duty should contact Human Resources for further information. Employees should notify their supervisors as soon as they become aware of a military service obligation.
- B. Depending on the length of military service, employees may be entitled upon return to PHR to reinstatement to their former position or to another position within PHR, as well as to certain other benefits in accordance with applicable federal and state laws.
- C. Leave for Annual Military Training
 - 1. Employees who are members of the U.S. Army, Navy, Air Force, Marines, the Coast Guard Reserves, or the National Guard may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.
 - 2. Employees will be granted the amount of leave needed to meet the training requirements of their units, as required by applicable law. No employee will be required to use vacation time for military duty, but employees who elect to schedule their vacations to coincide with military duty will receive their full, regular vacation pay in addition to any pay from the military.

D. Military Spouse Leave

1. Employees who work an average of twenty (20) or more hours per week are eligible for ten (10) days of unpaid leave if they are the spouse of qualifying military personnel on leave from being deployed to a combat zone during a period of military conflict. PHR encourages employees to take advantage of military spouse leave and will not retaliate against employees requesting to take leave under this policy in accordance with its terms. Any leave of absence under this policy will run concurrently with any leave granted under federal, state, or local laws, including the federal FMLA and state paid family leave law, to the extent permitted by law.

Section 8 — First Responder Leave

- A. PHR supports the efforts of all employees who volunteer as emergency responders. In accordance with state law, PHR will provide unpaid leave to employees who serve as volunteer firefighters or volunteer ambulance personnel whenever the governor declares a state of emergency, as long as the employees' duties are related to the declared emergency, unless the leave would cause an undue hardship on PHR.
- B. Upon requesting leave, employees must provide written documentation from the head of the volunteer fire or ambulance service confirming their status as a volunteer. PHR may later request a notarized statement from the head of the volunteer fire or ambulance service certifying the period of leave. Employees may elect to use paid time off, to the extent available.

Section 9 — Crime Victim Leave

- A. PHR will grant unpaid leave for employees who are the victims of a crime (or the immediate family member of

a homicide victim) to appear in court as a witness at a criminal proceeding, consult with a district attorney, or obtain an order of protection. Employees are requested to give as much advance notice as possible of any such leave and may be required to provide verification from the party who sought their attendance or testimony. Employee may elect, or at PHR's discretion, may be required, to use any accrued, unused vacation time during any period of crime victim leave.

Section 10 — Voting Leave

PHR supports and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If, for any reason, employees think this will not be the case, they should contact their supervisor to discuss scheduling accommodations. In the event employees do not have sufficient time to vote outside of working hours, the employees will be provided up to four (4) hours of paid time off to vote in local, state, or national elections. Employees who are chosen to serve as election officials at polling sites will be permitted to take additional unpaid required time off to serve in this capacity. Employees who are chosen to act as election officials must notify their manager a minimum of seven (7) days in advance of their need for time off to accommodate the necessary rescheduling of work periods. Employees must report time engaged as an election official and code this time accordingly on timekeeping records.

Section 11 — Blood and Bone Marrow Donation Leave

A. PHR provides employees who work an average of twenty (20) hours or more per week unpaid time off to donate blood or to undergo a surgical procedure to donate bone marrow. Employees are eligible for up to three (3) hours per year for blood donation and up to twenty-four (24) hours (or three (3) workdays) for bone marrow donation.

Employees requesting leave for blood donation must provide at least three (3) days' notice prior to donating blood, except where an employee has an individual or family emergency need for blood donation. Employees are encouraged to request leave to donate blood or bone marrow as far in advance as possible. Employees taking time off to donate blood are required to provide a certification from the blood bank or similar organization showing proof of blood donation (or proof of a good faith effort at blood donation). Employees taking time off to donate bone marrow are required to provide a doctor's verification to PHR.

- B. Leave under this policy will be unpaid. PHR encourages employees to take advantage of its blood and bone marrow donation policy and will not retaliate against employees requesting or taking leave under this policy in accordance with its terms.

Section 12

For the duration of approved leaves, employees will not accrue vacation and sick pay leave.

ARTICLE 26

UNIFORM EXPENSE TREATMENT

Section 1

PHR will reimburse employees for reasonable, pre-approved business expenses, including pre-approved travel expenses, as long as employees complete the appropriate expense reporting, supported by appropriate and timely documentation.

Section 2

Time spent in local travel at the direction of PHR after reporting

for duty and before release from duty shall be treated as work time with the exception of any leisure travel.

Section 3 — Official Travel Expenses & Per Diem

Employees on official travel approved in advance by their supervisor for a PHR assignment will receive reimbursement for all reasonable, necessary, and ordinary business expenses incurred in the fulfillment of such an assignment, as provided in PHR current travel policy subject to the following:

- A. Transportation expenses. Employees will continue to book flight and rail transportation using a PHR approved credit card.
- B. Taxis and ground transportation. The most cost-effective option is to be used, balanced with safety and efficiency. Employees will be reimbursed for all reasonable ground transportation expenses in connection with the travel. Transportation to or from the airport will not be reimbursed if employees use their own transportation and park in the airport. Parking expenses will be reimbursed.
- C. Per diem is defined per PHR's travel policy at eighty percent (80%) of the GSA rate.
- D. Reasonable and moderate housing or lodging costs incurred in carrying out the assigned job shall be reimbursed by PHR. Unionized hotels are encouraged to be used.
- E. PHR will reimburse for the cost of a visa and related fees necessary for working on PHR's behalf. When possible, PHR may advance these expenses or allow the expenses to be paid with a PHR credit card.
- F. Immunizations. If not covered by health insurance, Immunizations and medications pre-approved by PHR required for the country/region of travel will be reimbursed upon submission of a completed PO and a receipt.

G. Expenses must be submitted as soon as possible or within thirty (30) days of occurrence along with supporting receipts where applicable, unless special circumstances allow for an extension, provided that all expenses are submitted before the close of the fiscal year. Reimbursements will be paid on or before thirty (30) days from submission of the expense.

Section 4 — Communications Expenses

Reasonable communications expenses incurred while on PHR-approved travel will be reimbursed as long as employees complete the appropriate expense reporting, supported by appropriate and timely documentation.

Section 5

PHR may change and update its existing expense reimbursement policies provided that the level of benefits is not materially reduced during the life of this Agreement, and the change is equally applicable to other United States -ased, non-union employees.

ARTICLE 27

ENTIRE AGREEMENT

Section 1

The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations that touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter that would constitute a mandatory subject of bargaining.

Section 2

In view of that history of bargaining, the parties agree that this Agreement concludes all collective bargaining between them

for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire, and existing agreement between them.

Section 3

PHR and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement.

Employees subject to this agreement are also subject to the Employer's employee handbook. In the event of a conflict, the collective bargaining Agreement shall govern.

Section 4

Neither PHR nor the Union by this Agreement waive any right, legal or equitable, that it would otherwise have, including but not limited to, decision and effects bargaining when such bargaining is required under applicable law.

ARTICLE 28

HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1

Full-time employees covered by this Agreement will be eligible for all benefits provided on the same terms as other U.S.-based staff. Current health care premium cost-share percentages are attached as Exhibit A.

Section 2

PHR has the right to change insurance carriers or service providers, modify terms and/or conditions of the foregoing

Plans, as long as the level of benefits is not materially reduced during the life of this Agreement, and the change is equally applicable to other United States-based, non-union employees. The Employer shall make a good faith effort to maintain substantially equivalent benefits during the term of this Agreement.

Section 3

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 possible in the circumstances and shall use its best efforts to give at least sixty (60) days' notice. Upon request, (a) 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 (b) 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). The Employer shall make a good faith effort to maintain substantially equivalent benefits during the term of this Agreement.

Section 4

The Parties agree to meet and discuss in 2025 the option of offering the UFW (United Furniture Workers) Healthcare plan.



ARTICLE 29

IMMIGRANT WORKFORCE

Section 1

For the purposes of this article, an immigrant worker shall be defined as any bargaining unit employee who is not a natural-born citizen of the United States.

Section 2

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration Services proceedings and any related matters for the employee only. Such employee requests must be approved in writing by the Executive Director. PHR may request verification of the reason for such absences.

Section 3

PHR will provide to an immigrant worker a copy of all relevant PHR policies related to immigrant workers at time of hire and make reasonable efforts to respond to employee inquiries and requests for documentation concerning immigration-related matters in a timely fashion.

ARTICLE 30

TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1

Opportunities for professional development shall be encouraged by PHR particularly as they pertain and contribute to current and developing work. When employees are required by PHR to attend a particular training, PHR will pay the cost and such training will be performed during work hours and such time will be considered as work time.

Section 2

During each calendar year, employees in the bargaining unit will be allowed to participate in up to twenty-four (24) hours of skill-based, job-related education and training that helps the employees develop their skills, abilities, and talents to the fullest extent possible to increase employment security. The twenty-four (24) hours of training can also be used to ensure

staff gain the necessary skills for them to succeed, when employees are transferred, or to avoid a layoff when staff is assigned to a new position pursuant to this Agreement. If approved, such training may be performed during work hours and such time will be considered as work time.

Section 3

The Labor-Management Committee will recommend development priorities and training opportunities. Staff members and their supervisors will jointly identify individual development priorities. Supervisors will submit requests for approval that will be subject to budget approval. .

Section 4

Any request made by employees pursuant to this Article will be considered in good faith and will not be unreasonably denied by the Employer.

Section 5

License and Certifications

- A. PHR shall reimburse employees for the cost of renewing or obtaining a license/certification that is "required," for the employee's job in the judgment of PHR.
- B. Reimbursement Process. Employees shall submit requests for reimbursement in accordance with departmental procedures, along with the following documentation:
 - 1. Receipt that is no more than thirty (30) days old , unless there are special circumstances that prevent employees from submitting them in a timely manner; and
 - 2. Copy of renewed license/certification upon successful completion.

If employees do not pass their certification or licensing exam when it is first up for renewal, PHR will reimburse employees for the cost of the first failed exam and allow

for one more reimbursement of the same licensing/certification exam. After reimbursement for the cost of the second exam, employees will be ineligible for further reimbursement for the same license/certification.

ARTICLE 31

ADJUSTMENT TO THE WORKFORCE

Section 1

In the event PHR determines, in its sole discretion, that a layoff becomes necessary during the term of this Agreement due to lack of work or funding, the Employer will first advise the Union and the affected employees at least four (4) weeks before the layoffs are scheduled to occur.

The notification shall include the job titles impacted, the seniority dates of employees, the organizational reason for the layoff, and the projected layoff date.

The Employer's decision to reduce the work force shall not be subject to Article 5, Grievance Procedure, or Article 6, Arbitration.

Section 2

At the request of the Union, the Parties will meet to discuss and bargain over issues related to the layoff(s) and/or reorganization plans affecting bargaining unit employees to the extent not already covered by this Article, including good faith strategies to mitigate the need for layoffs. ..

Section 3

A. Temporary staff or staff hired through an outside agency and independent contractors not in the bargaining unit but performing bargaining unit work, will be separated under these circumstances prior to the lay off of any unit members.

- B. Where such vacancies remain, qualified employees will be offered the opportunity to fill those vacancies based on qualification.
- C. Where a role needs to be filled in the bargaining unit and there are internal candidates who would otherwise be laid off and who are qualified for the role (as determined by PHR, in good faith and after due consideration of candidates' qualifications), they will be given priority placement for the role over any external candidates.

Section 4 — Layoff Allowance

If, after applying the above steps, a layoff is still necessary, employees will be laid off in inverse seniority order. In exchange for executing a general release form provided by PHR and returning all PHR equipment, employees who are laid off shall receive severance pay equal to four (4) weeks of pay plus one (1) week for each year of service (prorated to the nearest month) and a maximum of fourteen (14) weeks' pay. Employees will be eligible to retain health insurance coverage for one (1) additional month beyond when their health insurance eligibility would otherwise expire on condition that it is allowable by the applicable plan.

Employees who are laid off will also receive a payout of all unused vacation time.

Section 5

Seniority will be determined as per Article 8, Seniority.

Section 6 — Recall

Any employees laid off shall be offered reemployment in the same job before anyone else may be hired for such job for eighteen(18) months following the date of the layoff. The reemployment offer shall be transmitted by e-mail or overnight mail to the employee's last known address. Employees offered reemployment must accept such offer within seven (7) days

by email or overnight mail to the Human Resources Director and return to work on the date specified in the notice of recall, after which the Employer shall be free to fill the position in its sole discretion.

Section 7

A laid-off employee may apply to any other open positions of the Employer at the time of layoff, and the Employer will grant such an individual a first-round interview for any position for which the employee is qualified. In the event that a laid-off employee is hired into another position, the employee's recall rights in Section 6 shall be extinguished.

Section 8

When more than one employee in the same classification (such as job title or area of work) has been laid off due to lack of work or funding, recall shall be based on seniority in reverse order of layoff.

Section 9

Any layoff or restructuring process will not be made to undermine and/or to discriminate against the Union or bargaining unit employees or to circumvent this Agreement.



ARTICLE 32

COMPENSATION

Section 1 — Base Salary Scale

The minimum salary for bargaining unit titles in the following Grades, based in PHR's New York office will be:

- Grade 1 - \$48,571
- Grade 2- \$54,502
- Grade 3 - \$63,000
- Grade 4 - \$70,000

For clarity, going forward PHR intends to hire Grade 4 positions as managerial, supervisory, or confidential roles. Article 2, Recognition shall determine eligibility of unit membership for all new hires.

If PHR intends to apply post-location adjustments to non-New York based positions, PHR will notify the Union and bargain such adjustments. All unit members as of the time of ratification will be paid the New York rate.

The Employer may, at its sole and exclusive discretion, pay employees above such minimums based upon consideration of work-related qualifications, including, without limitation, market conditions, education, technical training or certification, foreign language competency, work and/or life experience.

Section 2

Annual Increase for Current Employees.

A. Employees covered by this Agreement shall receive an annual increase to their straight-time salary for the term of this Agreement as indicated in below chart, Table C. Employees must have been employed for six (6) months (hire date on or before January 1 of the corresponding year) in order to receive the increases below)

Table C.

as of 7/1/2024	as of 7/1/2025	as of 7/1/2026	as of 7/1/2027
3.0%	3.0%	3.0%	3.0%

B. If revenues decrease by more than ten percent (10%) or are less than ninety percent (90%) of the Employer's total budget, the Employer may notify the Union to discuss possible options of adjusting future annual increases. Any adjustment shall be mutually agreed by the parties.

Differentials:

Upon initial hiring, any employee who, as determined in good faith by the Employer, possesses one or more certain qualifications above the minimum requirements, shall be hired at a rate of no less than one percent (1%) more than the posted minimum rate for that position for each such qualification, as set forth below:

- Fluency in each work-related foreign language of direct benefit to PHR not required in the job opening.
- Each year of relevant work experience above what is required in the job opening, with a maximum credit of five (5) years.
- Each relevant educational degree above what is required in the job opening.

For example: A position in Grade 3 is posted at a salary minimum of \$63,000 and that position requires three (3) years of experience, French proficiency, and a bachelor's degree.

A candidate with five (5) years of relevant experience, proficiency in French, and a bachelor's degree will be credited for two (2) years of relevant experience above the minimum requirement. The candidate will be hired at no less than two percent (2%) above the posted minimum, or \$64,260.

A candidate with five (5) years of relevant experience, proficiency in French, proficiency in another language of direct benefit to PHR, and a relevant master's degree would be credited for two(2) years of additional relevant experience above the minimum requirement, one (1) foreign language of direct benefit to PHR not required in the job opening, and one (1) relevant educational degree above what is required for the job opening. The candidate will be hired at no less than four percent (4%) above the posted minimum, or \$65,520.

The above shall apply upon initial hiring only. Salary adjustments related to subsequent promotions are subject only to the terms in Section 6 below.

Section 3 — Calculating Salary

In calculating salary, an annual raise will be applied and if the resultant amount is below the minimum salary for the grade, the salary amount will be raised to that minimum amount.

Section 4

When employees covered by this Agreement are promoted to a role in a higher grade, the employees will receive the greater of:

1. Five percent (5%) increase applied to the employees' current pay rate
2. A new salary based on their current salary plus an advancement increase of five thousand dollars (\$5,000).
3. The minimum rate on the applicable classification.

Section 5

Exempt employees in New York, California, or any other state where a mandatory minimum salary threshold may increase an employee's pay above the usual PHR salary scale, will be paid the mandatory minimum threshold for exemption in those states. If that salary exceeds the salary the employees would receive using the standard pay scale, including experiential allowances, their salary will be frozen at the mandatory minimum threshold until such a time as the standard pay scale, when applied to the employees, would be higher than the mandatory minimum threshold.

ARTICLE 33

NO STRIKE & NO LOCKOUT

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 34

MANAGEMENT RIGHTS

Section 1

Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, under which it shall have, among others, the exclusive right to: determine when, where, how, and under what circumstances it wishes to have work performed or otherwise to operate, suspend, discontinue, or move its operations; hire and determine the number of employees; establish, consolidate, or eliminate job classifications; discipline or discharge employees (except as may be expressly provided elsewhere in this Agreement and specifically in Article 21, Discipline); transfer, promote, or lay off employees; determine when and how much overtime shall be worked; determine standards of performance and employee evaluations; direct employees and assign duties as the Employer deems appropriate and create or modify job descriptions; award individual pay or payments above

contractual requirements; set or change work shifts and work schedules; promulgate rules and policies governing the conduct of its employees; conduct drug or alcohol testing; subcontract work; assign bargaining unit work to employees outside the unit (except as may be expressly provided elsewhere in this Agreement and specifically in Article 20, Bargaining Unit Work); implement changes the Employer may make to Employer-wide benefit plans (e.g., retirement benefits, health insurance, life insurance) in which bargaining unit members also participate; set or change payroll practices; and promulgate any work rules or other amendments to its associate handbook, which shall be applicable to members of the bargaining unit, including changes the Employer may make from time to time, without further obligation to bargain, that do not conflict with the express terms of the collective bargaining agreement.

These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.

Section 2

The Employer will provide the Union with as much notice as practical, but not fewer than ten (10) days' notice, and an opportunity to discuss contemplated material changes to its employee handbook before such changes are implemented.

ARTICLE 35

ACTING COVERAGE ALLOWANCE

Section 1

New tasks or duties may be assigned to any employees by management due to business needs or coverage due to the departure or exiting (either permanently or temporarily, including any leave of absence whether paid or unpaid) of

any PHR employee. Those tasks could include performing additional work of management, a job title with a higher wage rate/grade, assignment of coverage/acting roles, or additional work from other employees of the same or lower wage/grade.

Section 2

In such cases, the employees 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 employees clearly with the expectations and the compensation they will receive based on the level/tier of the additional work.

Section 3

Once approved in writing by the Executive Director and HR, any acting/coverage allowance will be made effective from the date the acting/covering assignment was given to the employees.

Section 4

For incumbent employees receiving the covering allowance, such allowance will cease the second (2nd) payroll cycle after a replacement has been found to fill the vacancy the incumbent is covering.. This period is designed to have an effective transition of roles to the replacement employees.

In the case of a manager in a higher level returning to their position after a defined period of leave, such coverage allowance will cease once the employee is no longer performing the duties of the manager.

Section 5

Coverage Allowance will be paid according to the following:

- A. Management Differential or Job Upgrade/Acting Role: fifteen percent (15%) daily allowance based on the covering employees' salaries.

- B. Additional Work for employees in the same or lower title: ten percent (10%) daily allowance based on the covering employees' salaries.

Section 6

Work coverage assigned to an employee shall not exceed more than one (1) year unless the covering employee and the Union agree to an extension.

ARTICLE 36

SABBATICAL

This Article shall go into effect September 22, 2027.

Section 1

Sabbatical leave shall be for purposes that provide a benefit to PHR, such as specific research, scholarly activity, and study. Sabbatical leave must be approved in writing by the Executive Director.

Section 2 — Eligibility

- Seniority of seven (7) years or more;
- Employees were not on sabbatical leave at PHR in the seven (7) years preceding their most recent application for a sabbatical;
- Employee have submitted a timely and completed application in accordance with the terms of this article and application guidelines; and
- Through the application process, the employees demonstrate that their sabbatical leave is a benefit to PHR and in furtherance of their professional development and/or advancement of knowledge related to their area(s) of work.

Section 3 — Application Process

Effective the second week of January each year, PHR shall make applications for sabbatical leave available to eligible employees. Employees may contact HR for an application.

Completed applications shall be submitted to the appropriate department leader as indicated on the application. Applications must be submitted by 5 p.m. on the Friday of the second week in February of the same application year.

Only completed applications will be considered.

Section 4 — Scheduling the Sabbatical

Throughout the months of March and April of the same application year, employees will be informed whether their sabbatical was approved. The reason for a denial will be provided in writing. Approval shall be subject to the Executive Director's discretion, but applications will be considered in good faith and will not be unreasonably denied.

Employees whose sabbatical leaves were approved shall begin the process of meeting with their supervisors to discuss scheduling and duration of their sabbaticals. Employees' sabbaticals may be scheduled within the current or following calendar year, scheduling of which shall be subject to supervisor discretion and must be approved by HR and the Executive Director but will be considered in good faith and will not be unreasonably denied.

Scheduling conflicts, where two or more employees in the same department are interested in overlapping sabbatical leave dates, shall be resolved based on seniority with the more senior employees receiving their preferences.

Section 5 — Duration

Sabbatical leave lasts eight (8) weeks.

Section 6 — Compensation and Benefits

An approved sabbatical leave is paid at one hundred percent

(100%) of the employee's base salary and is based on the employee's regular schedule.

An employee on approved sabbatical leave shall be considered in work status and shall receive health benefits to the same extent and manner as if the employee had not been on sabbatical leave.

Employees do not accrue vacation, sick, or other time off during sabbatical leave.

ARTICLE 37

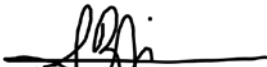
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall be in effect from February 27, 2025, through **June 30, 2028**, at 11:59 p.m. Eastern Standard Time. It shall be renewed from year to year thereafter unless either party gives notice to the other at least ninety (90) days prior to the expiration date of the Agreement that it desires to terminate or amend its provisions.

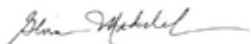
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 27th Day of February 2025.



Steven Deianni
District 1 Staff Rep, CWA



Saman Zia-Zarifi
Executive Director, PHR



Gloria Middleton
President, CWA Local 1180



Gareth Crawford
Chief Operating Officer, PHR

APPENDIX A

CARD-CHECK AGREEMENT

AGREEMENT FOR NEUTRAL-CONDUCTED CARD-CHECK PROCESS

This Agreement is between Physicians for Human Rights (“PHR”) and the Communications Workers of America (the “Union”) (collectively, the “Parties”).

1. Neutral-Conducted Card-Check Process and Union Recognition.

The Parties have agreed to engage the American Arbitration Association (“Neutral”) as a neutral to conduct a card-check verification of majority status within the proposed bargaining unit described herein. The term “card” or “authorization card” shall be construed to include an electronic authorization card. The Neutral shall conduct the card-check process remotely on December ___, 2021. The parties are entitled to have one (1) representative attend the card-check meeting. The Neutral will use the attached list of all eligible unit members to determine majority status. In reviewing the authorization cards submitted, the Neutral will have the sole discretion to determine whether the writing is sufficient to express a desire to designate the Union as the individual’s exclusive representative for purposes of collective bargaining. Should the Neutral determine that a majority of the employees comprising the Bargaining Unit have signed and dated authorization cards designating the Union as their bargaining representative, he/she shall so notify the Parties by executing the attached Neutral’s Certification, and the Employer will immediately recognize the Union as the sole and exclusive bargaining representative of the Bargaining Unit and proceed to enter into negotiations and bargain with the Union concerning wages, hours and other terms and conditions of employment for the unit employees and, if an understanding is reached, embody such understanding, upon request, into a signed collective bargaining agreement. Based upon the procedure set forth herein, both parties waive the right to resort to the election processes of the National Labor Relations Board with respect to the Union’s initial recognition.

2. Bargaining Unit Description.

The bargaining unit description shall be as follows:

Included: All full-time and regular part-time employees of the Employer in the United States

Excluded: All other employees, supervisors, managers, confidential employees and guards, as defined in the National Labor Relations Act, as amended.

3. List of Employees Currently in Proposed Bargaining Unit.

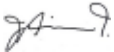
The relevant period for determining the Union’s majority status in the bargaining unit is the payroll period ending November 15, 2021. The Parties agree that the current composition of the above-described proposed bargaining unit is accurately reflected by the attached list of eligible unit members.

4. One-Year Limitation.

If the Neutral certifies that the Union has not attained majority status, the Union agrees that it will not seek recognition for a period of one (1) year following the date that the Neutral certifies the results.

ACCEPTED AND AGREED:

PHYSICIANS FOR HUMAN RIGHTS



Jennifer Sime
Chief Operating Officer

December 8, 2021

Date

COMMUNICATIONS WORKERS OF AMERICA



Nick Hanlon, District Counsel

12/9/2021

Date



CWA1180.ORG

6 Harrison St., 4th Floor
New York, NY 10013