

**AGREEMENT**

**by and between**

**CENTER FOR REPRODUCTIVE RIGHTS**

**and**

**LOCAL 2110, U.A.W., AFL-CIO**

**Effective July 1, 2021 – June 30, 2025**

**TABLE OF CONTENTS**

**Article I Recognition ..... 1**  
**Article II Union Security and V-Cap ..... 1**  
**Article III Management Rights ..... 3**  
**Article IV Union Rights ..... 4**  
**Article V Hours of Work ..... 5**  
**Article VI Compensation ..... 7**  
**Article VII Job Postings ..... 9**  
**Article VIII Benefits ..... 9**  
**Article IX Sick Leave ..... 11**  
**Article X Non-Discrimination ..... 11**  
**Article XI Workplace Diversity ..... 12**  
**Article XII Labor-Management Committee ..... 13**  
**Article XIII Health and Safety ..... 13**  
**Article XIV Employee Handbook ..... 14**  
**Article XV Temporary additional Duties ..... 14**  
**Article XVI Temporary Employees ..... 14**  
**Article XVII Personal Work ..... 15**  
**Article XVIII Expense Reimbursement ..... 15**  
**Article XIX Employment Files ..... 16**  
**Article XX Information to the Union ..... 16**  
**Article XXI Layoffs and Severance ..... 17**  
**Article XXII Discipline and Discharge ..... 17**  
**Article XXIII Grievance and Arbitration ..... 18**  
**Article XXIV No Strike/No Lockout ..... 19**  
**Article XXV Notice to the Union ..... 19**  
**Article XXVI Savings and Severability ..... 20**  
**Article XXVII Term of Agreement ..... 20**  
**SIDELETTER 1 ..... 21**  
**Sideletter 2 ..... 22**  
**Sideletter 3 ..... 23**  
**Sideletter 4 ..... 24**  
**Exhibit A ..... 25**

This agreement is made and entered into the first day of July by and between Center for Reproductive Rights located at 199 Water Street, New York, NY 10038 (the “Employer” or “CRR”) and Local 2110, U.A.W., AFL-CIO located at 256 West 38<sup>th</sup> Street, Suite 704, New York, NY 10008 (the “Union”).

**ARTICLE I**  
**RECOGNITION**

The Center for Reproductive Rights recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees of the Employer assigned to its offices in New York City and Washington D.C. Excluded from the bargaining unit are all attorneys, guards, confidential employees, managers, and supervisors as defined by the National Labor Relations Act, and any employees the parties mutually agreed to exclude.

**ARTICLE II**  
**UNION SECURITY AND V-CAP**

A. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than the thirty-first (31st) day of their employment or the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.

B. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.

C. Upon receipt of an executed dues authorization in the form required by applicable law, the Employer shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. The Employer will promptly notify the Union of any revocation of such authorization received by it.

D. The Employer shall forward those deducted funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

E. The Employer shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.

F. The Employer shall provide new employees with an introductory letter signed by the Union per Exhibit A, and a dues authorization form.

G. The Employer shall also deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

- a. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, in accordance with this Article. The minimum contribution shall be one dollar (\$1.00) per paycheck.
- b. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be received by the Employer before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- c. The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the Union. Further, the Employer shall provide the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

H. The Union indemnifies the Employer and holds it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Article (together, an “Indemnified Matter”), including liability for any refund of all or any part of the dues and/or initiation and/or political contributions paid by or deducted from the wages of any employee and transmitted to the Union pursuant thereto. The Employer shall promptly notify the Union of any Indemnified Matter and the Union shall thereupon bear all responsibility therefore and shall pay all costs and expenses in connection therewith. The Union will not settle any Indemnified Matter unless such settlement includes a full and unconditional release of Employer.

### **ARTICLE III MANAGEMENT RIGHTS**

Except to the extent expressly modified or restricted by a specific provision of this Agreement, the Employer reserves and retains all of its management rights as such rights existed prior to this Agreement and nothing herein shall be construed to limit the Employer’s exclusive right to manage its facilities and direct its workforce. Subject to and as modified by the specific provisions of this Agreement, the rights of management include, but are not limited to: the right to plan, direct, and control operations; the right to direct the work force including the right to assign duties to bargaining unit employees and determine job content; the right to assign bargaining unit work to non-bargaining unit employees; the right to determine the size of the work force and to hire, layoff, and promote bargaining unit employees; the right to determine the qualifications of bargaining unit employees and to select bargaining unit employees; the right to establish, modify, eliminate, and enforce compliance with all Employer policies, including but not limited to rules, regulations, and handbook or other written performance or conduct standards; the right to modify performance management/evaluation programs; the right to discipline, suspend, or discharge bargaining unit employees; the right to plan, direct, control, subcontract (provided, however, that any subcontracting does not result in the permanent elimination of more than five (5) bargaining unit positions during the term of this Agreement), continue,

discontinue, sell, close, or relocate all or any part of the organization; the right to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; the right to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; the right to introduce or change technology; and the right to establish and change working shifts and schedules.

**ARTICLE IV**  
**UNION RIGHTS**

A. Up to two (2) duly authorized Union representatives shall be permitted to access the Employer's facilities at the same time to confer with the Employer and/or employees for the purpose of verifying the performance of this Agreement, provided that such representatives provide twenty-four (24) hours' advance notice (or reasonable advance notice in exigent circumstances) of the visit to the Senior Director, Human Resources or their designee, comply with all visitation rules, and do not interfere with the work to be performed by the employees (e.g., such meeting will take place during non-working time) and provided further that the Employer's facilities are at such time generally open for use of all employees during normal working hours.

B. There shall be a union-designated bulletin board in the New York and D.C. offices.

C. The Unit Chair or the delegate and the grievant(s) shall be released to attend grievance meetings without loss of pay.

D. The Unit Chair and the delegate shall be released for one (1) day per year to attend Union trainings or conferences upon two (2) weeks' notice to their supervisor. The Unit Chair and the delegate shall enter such time off request into the Employer's time management system and it shall be subject to approval by their supervisor, consistent with the same approval standards that are applied to other requests for time off. The Unit Chair and the delegate may elect to take such day as unpaid or to use

accrued paid time off.

E. The Union shall provide written notice to the Employer of the names of the Unit Chair and the Union delegates.

F. The Union may request that members of the bargaining unit be released from work for one (1) hour up to four (4) times per year for the purpose of attending a unit meeting during lunch breaks or after work hours on date and at locations agreed upon by the Employer and the Union. The Employer shall not unreasonably deny such requests.

## **ARTICLE V HOURS OF WORK**

A. The work week for non-exempt employees shall consist of thirty-five (35) hours within five (5) consecutive days, Monday through Friday.

B. The workday for non-exempt employees shall consist of seven (7) hours and a one (1) hour unpaid lunch within eight (8) consecutive hours. The lunch hour shall be coordinated with the employee's supervisor to ensure adequate staffing.

C. Regular working hours shall be between 9:30am and 5:30pm. However, an employee may request an alternate schedule, which is subject to approval by the Executive Team Member of the Department and Human Resources based on the needs of the Department.

D. No non-exempt employee shall work greater than ten (10) hours of overtime in a pay period unless approved by the Executive Team Member of the Department and Human Resources. Overtime shall be voluntary.

E. Non-exempt employees shall be compensated for hours worked in excess of thirty-five (35) hours per week, if approved in advance by their supervisor. The first five (5) hours of overtime worked each week will be compensated at the straight time rate. Any hours worked in excess of forty (40) in a week shall be compensated at time

and one-half (1½x). Unworked hours, such as vacation, sick time or COVID leave, shall not be counted as hours worked for the purposes of calculating overtime. Mental Health Fridays, for so long as the Employer continues them, shall be counted as hours worked.

F. Non-exempt employees may elect compensatory time, in lieu of payment, for hours worked beyond seven (7) hours in one day, provided the employees use the compensatory time in the same work week. Non-exempt employees may not take compensatory time in a different work week. If a non-exempt employee is unable to take compensatory time in the same week, they must be paid for the overtime hours as set forth in paragraph 5 above.

G. Non-exempt employees shall be compensated for travel outside of normal business hours, work performed on Saturdays, Sundays, or days when the office is closed at a rate of time and one-half (1½x). Exempt employees shall receive one (1) compensatory day off when required to travel on Saturday and/or Sunday, or on a day when the office is closed. (*I.e.*, An exempt employee receives one (1) compensatory day if they are required to travel on one or both days of the weekend.)

H. Exempt employees shall use their compensatory time in the month in which it is earned or within the following pay period, whichever is longer, or such time will be forfeited. In the event that a time-sensitive project or event precludes an employee taking comp time within this period, the employee shall discuss with their manager an appropriate date to take such comp time.

I. The Employer's policy with regard to taxi fare reimbursement shall apply to bargaining unit employees. Reimbursements shall be processed within thirty (30) days of submission. These funds will be reimbursed via Concur.

J. Employees who are working from the office on Saturday, Sunday or a holiday shall be eligible for lunch reimbursement. Employees who are working from the office beyond 8:00 p.m. on a regular work day, or from the office on Saturday, Sunday or a holiday beyond 6:00 p.m. shall be eligible for a dinner reimbursement. The amount of the reimbursement shall be determined by the U.S. government per diem policy (currently nineteen dollars (\$19) for lunch and thirty-four dollars (\$34) for dinner).



(This provision shall be in lieu of the meal reimbursement provided in the Employer's After Hours Work policy.)

K. There shall be no pyramiding of overtime.

## **ARTICLE VI COMPENSATION**

A. Employees shall be compensated pursuant to the Employer's Support Core and Manager career ladders. The career ladders effective as of July 1, 2021 are set forth below.

<b>Career Ladder Band</b>	<b>Starting Salary</b>
Assistant*	\$50,000
Associate*	\$52,000
Senior Associate*	\$57,000
Coordinator	\$62,000
Senior Coordinator	\$68,000
Manager	\$75,000
Senior Manager	\$90,000

\*Employees placed in these bands shall be non-exempt.

B. The Employer shall benchmark salaries every three (3) years and the next benchmarking shall be completed no later than October 1, 2024. In no event will salaries be reduced for existing employees as a result of the benchmarking. The Employer shall notify the Union in advance of benchmarking.

C. Eligible employees (defined in paragraph e below) shall receive the following annual increases:

- a. Effective July 1, 2021 – Three percent (3%), or the new starting salary in the applicable Career Ladder Band, whichever is greater;
- b. Effective July 1, 2022 – Three percent (3%);
- c. Effective July 1, 2023 – Three percent (3%); and
- d. Effective July 1, 2024 – Three percent (3%).
- e. Employee eligibility:

- i. Employees who are hired between July 1<sup>st</sup> and March 31<sup>st</sup> of any fiscal year, or who are promoted or receive a permanent pay change between July 1<sup>st</sup> and June 30<sup>th</sup> of any fiscal year, shall have their increases pro-rated based on the number of months following hire, or the number of months following the promotion or permanent pay change. (For example, an employee who is hired in October 1, 2022 shall receive three-quarters ( $\frac{3}{4}$ ) of the increase effective July 1, 2023; an employee who is promoted from Associate to Senior Associate effective January 1, 2023, shall receive one-half ( $\frac{1}{2}$ ) of the increase effective July 1, 2023.)
  - ii. Employees who are hired between April 1<sup>st</sup> and June 30<sup>th</sup> of any fiscal year, shall not be eligible for any increase on July 1<sup>st</sup>.
  - iii. Employees who are on a performance improvement plan on July 1<sup>st</sup> shall not be eligible for an increase until successful completion of the performance improvement plan. Such increase shall be effective on the date of successful completion.
- f. The Employer may, in its discretion, provide increases to employees, in addition to the annual increases set forth in paragraphs (a)-(e), based on merit or any other non-discriminatory factor.

D. Employees in primary band levels (e.g., Associate, Coordinator) who satisfactorily complete eighteen (18) months of employment shall automatically receive an in-band promotion to the senior band level (e.g., Senior Associate, Senior Coordinator). Employees who receive an in-band promotion shall receive an increase in pay of five (5%) or the minimum starting salary of the band level to which they are promoted, whichever is greater.

E. The definition of “minimum work experience” for the purpose of placing an employee in a career band shall include graduate degree field work for six (6) months or longer.

F. The Support Core and Manager career ladders and Career Lattice for Levels 1-5 shall be appended to this Agreement. Any additional career ladder documents and/or any other explanatory materials shall be available on the Employer's intranet and provided to the Union.

G. A bargaining unit employee shall be eligible to receive up to two hundred dollars (\$200) per year for training, conferences, or workshops reasonably related to their career development at the Center, subject to approval by their supervisor based on the needs of the department. Unused professional development funds shall not carry over from one fiscal year to the next and shall not be paid out if the employee leaves the organization.

## **ARTICLE VII JOB POSTINGS**

The Employer shall post open bargaining unit positions internally concurrent with posting externally. Postings shall include bargaining unit status, job title, band level or classification, exempt status, salary, and a short description of responsibilities and qualifications. Internal postings shall be available for at least seven (7) business days.

## **ARTICLE VIII BENEFITS**

A. The Employer shall make its benefit plans, including but not limited to, medical, vision and dental benefits, pre-tax flexible spending accounts, and a 401(k) plan, available to eligible bargaining unit employees. Eligibility for such benefit plans shall be determined by the requirements set forth in the applicable plan document. Benefits shall be made available to bargaining unit employees on the same terms and conditions as such benefits are made available to non-represented employees of the Employer.

B. The Employer shall continue the cost-sharing policy with respect to

monthly medical, vision and dental contributions as set forth below:

<b>Medical Contributions CFRR &amp; Employee</b>			
<b>Contribution Bracket</b>	<b>Tier</b>	<b>CFRR %</b>	<b>Employee %</b>
<\$50k	Employee Only	97.5%	2.5%
	Employee + Spouse	95.0%	5.0%
	Employee + Child(ren)	95.0%	5.0%
	Employee + Family	95.0%	5.0%
\$50k-\$100k	Employee Only	95.0%	5.0%
	Employee + Spouse	92.5%	7.5%
	Employee + Child(ren)	92.5%	7.5%
	Employee + Family	92.5%	7.5%
>\$100k	Employee Only	92.5%	7.5%
	Employee + Spouse	90.0%	10.0%
	Employee + Child(ren)	90.0%	10.0%
	Employee + Family	90.0%	10.0%

C. If an employee is eligible for the Employer's health benefits, coverage shall begin on the employee's first day of employment.

D. The Employer shall make a safe harbor non-elective contribution of three percent (3%) of annual salary to each eligible employee's 401(k) account.

E. Assistance with health benefits and flexible spending accounts shall be coordinated through a third-party administrator (currently Allegiant Global Partners).

F. In the event that the Employer provides a childcare stipend or membership to a childcare provider program (*e.g.*, Care.com) to its U.S.-based employees, it shall provide such benefit(s) to bargaining unit employees on the same terms and conditions as such benefit(s) is provided to non-represented employees.

G. Nothing herein shall prevent the Employer from changing, amending, or modifying, including but not limited to changing benefit providers, restating plans, merging plans, changing third-party administrators or investment options, or

discontinuing the benefits set forth in this Article without any further obligation to bargain with the Union, provided the Employer has changed, amended, modified or discontinued such benefits for its non-represented employees on the same basis as bargaining unit employees. The Employer shall provide the Union with advance notice of any change, amendment, modification or discontinuation to any of the benefit plans set forth in this Article.

**ARTICLE IX**  
**SICK LEAVE**

A. Employees shall be awarded twelve (12) sick days each July 1, which may be used throughout the fiscal year. Employees hired after July 1 shall be awarded a pro-rata number of sick days for the fiscal year based on their date of hire.

B. All other terms and conditions concerning sick leave shall be governed by the policies in the Employer's Handbook, including but not limited to Sick Leave, Paid FMLA, and Paid Parental Leave.

C. The requirements of the New York City Earned Sick and Safe Time Act are waived pursuant to N.Y. Admin. Sec. 20-916 and the requirements of the New York State Paid Sick Leave Law, New York Labor Law § 196-b are waived because comparable benefits are provided in this Agreement, including but not limited to, the benefits contained in this Article. The requirements of the Washington D.C. Paid Safe and Sick Leave Act are waived pursuant to DC Code § 32-531.06(b) because at least three (3) paid leave days are provided herein. Notwithstanding the foregoing, the Employer shall not reduce the number of sick days granted to bargaining unit employees below the amounts set forth in the laws described herein.

**ARTICLE X**  
**NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, culture, religion, creed, national origin or ancestry,

language, ethnicity, sex or sexual orientation, gender (including gender identity, gender expression or status as a transgender person), age, physical or mental disability, income, citizenship, class, past, current or prospective service in the uniformed services, genetic information, pregnancy, familial status, caregiver status, marital status, membership in a domestic partnership, sexual and reproductive health decisions, status as a victim of domestic violence, sexual violence or stalking, arrest record, union activities or sympathies, political activities, physical appearance (as defined in D.C. Code § 2-1401.02(22)), or any other protected characteristic under applicable federal, state and local laws.

**ARTICLE XI**  
**WORKPLACE DIVERSITY**

A. The Employer, Union and employees covered by this Agreement share a commitment to the principles of diversity, equity, inclusion and intersectionality in the workplace.

B. The Employer shall make good faith efforts to promote a diverse workforce, including but not limited to, committing resources to recruitment, hiring, training, retention and promoting career development of bargaining unit employees consistent with this commitment.

C. The Employer's Diversity, Equity, Inclusion & Intersectionality Task Force ("DEII Task Force"), which was established July 1, 2020, is in the process of defining the terms diversity, equity, inclusion and intersectionality and will provide such definitions to employees of the Employer.

D. Any bargaining unit member who serves on the DEII Task Force shall have their participation count as one of their overall goals for the year.

E. The Employer shall provide access to gender neutral bathrooms if practicable. The Employer shall honor employees' gender identity and expression, including gender pronouns.

**ARTICLE XII**  
**LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management committee that shall meet quarterly (or more frequently, if necessary) to discuss issues of concern to the parties. The Labor-Management committee shall not discuss topics subject to Article XXIII, Grievance and Arbitration, unless both parties consent to do so. At least one (1) week in advance of the meeting, the parties shall exchange written agendas of the matters to be discussed, or the party calling the meeting shall provide to the other party a written agenda of the matters to be discussed. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement or to bind either party to any agreement. The Employer and the Union shall designate their own representatives to the committee, however, the representatives from the Employer shall include at least one (1) member of the Center's senior leadership at the Deputy Director level or above.

**ARTICLE XIII**  
**HEALTH AND SAFETY**

- A. The Employer shall provide a safe and healthful work environment and shall comply with all applicable federal, state, and local laws regarding the health and safety of its New York City and Washington D.C. offices.
- B. The Unit Chair and the Union shall be promptly notified of any urgent health and safety situation affecting employees.
- C. The Employer shall provide annual health and safety training to employees, including but not limited to evacuation, fire safety, and active shooter training. The Center will include necessary health and safety guidance and information as part of employee onboarding.
- D. Injury Forms. The Employer shall make C-2 workers compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information.

E. Ergonomics. Ergonomic considerations shall be a factor in the Employer's selection of furniture and other equipment.

**ARTICLE XIV  
EMPLOYEE HANDBOOK**

A. The policies set forth in the Employee Handbook and Addendum shall apply to bargaining unit members on the same terms and conditions as set forth in the Handbook and Addendum, except where this Agreement specifies otherwise. Nothing shall preclude the Employer from modifying, changing, or eliminating the policies set forth in the Handbook or Addendum provided that such change applies to all applicable employees. A copy of any new or amended Handbook or Addendum shall be provided to the Union in advance of providing it to the bargaining unit.

B. Notwithstanding paragraph A, during the term of this Agreement, the Employer shall not reduce the number of Personal Days (as set forth in Section 5.2 of the Handbook and Addendum) or the number of Vacation Days (as set forth in Section 5.3 of the Handbook and Addendum) granted to bargaining unit employees.

**ARTICLE XV  
TEMPORARY ADDITIONAL DUTIES**

In the event that an employee is temporarily assigned additional duties because of a vacancy which has not been filled or due to another employee's temporary absence of two (2) or more weeks, the employee shall receive an interim allowance equal to ten percent (10%) of their salary, effective as of the first day of the temporary assignment.

**ARTICLE XVI  
TEMPORARY EMPLOYEES**

A. A temporary employee is an employee who is (i) notified at the time of hire that their employment is on a temporary basis and (ii) employed by the Employer in a bargaining unit position for a period of six (6) months or fewer.



B. The Employer shall notify the Union within fourteen (14) days of hiring a temporary employee to fill a bargaining unit position. The notice shall include the name of the temporary employee, the temporary employee's position and department, dates of employment and rate of pay.

C. If a temporary employee is subsequently hired to fill a part-time or full-time bargaining unit position or if the temporary employee's employment in a bargaining unit position(s) extends beyond six (6) months, the employee shall be covered by this Agreement and their date of hire shall be the date they were hired as a temporary employee.

D. Except as provided in Sideletter #2, this Article shall apply to temporary employees who are engaged by the Employer through a temporary staffing agency to fill a bargaining unit position.

E. The end of a temporary employee's employment shall not be subject to Article XXIII, Grievance and Arbitration.

## **ARTICLE XVII PERSONAL WORK**

No bargaining unit member shall be required to do personal work for their immediate supervisor or any other employee. "Personal work" means work for which the employee's supervisor or the other employee is not compensated. "Personal work" does not include work that is reasonably related to an employee's job description or work that is reasonably related to meetings or special events. These examples are not intended to be an exhaustive list.

## **ARTICLE XVIII EXPENSE REIMBURSEMENT**

All reimbursements for work-related expenses over one hundred dollars (\$100)

shall be processed within thirty (30) days of submission via Concur (or any replacement reimbursement platform). All other terms and conditions concerning expense shall be governed by the policies in the Employer's Handbook.

**ARTICLE XIX  
EMPLOYMENT FILES**

A. An employee shall have a right to review and have a copy of all material in their Personnel File upon seventy-two (72) hours' advance notice to the Human Resources Department. The Human Resources Department shall not unreasonably deny requests that are made with less than seventy-two (72) hours' advance notice.

B. Only authorized supervisors and designated representatives or agents will have access to an employee's Personnel File. The Employer will cooperate and provide access to an employee's Personnel File to local, state, and federal agencies and auditors in accordance with applicable law. Confidential health/medical records will be kept separately from an employee's Personnel File and will not be subject to the foregoing.

**ARTICLE XX  
INFORMATION TO THE UNION**

A. For the purpose of verifying compliance with this agreement, the Employer shall provide notice to the Union and the Unit Chair of new hires within fourteen (14) days, including name, address, date of hire, job title, rate of pay, band level, supervisor, exempt or non-exempt status, home address, home telephone number, work extension, date of birth, gender and race/ethnicity, if provided by the employee. In order to provide this information, the Employer shall rely solely on voluntary self-identified information collected as part of the Employer's regular recruiting process (e.g., EEO-1 forms used in accordance with applicable law). The Union and the Unit Chair shall treat such information as strictly confidential.

B. The Center shall provide notice to the Union and the Unit Chair of any voluntary separation of a bargaining unit employee within fourteen (14) days of the

occurrence, including name and date of separation.

C. The Employer shall provide notice to the Union and Unit Chair of permanent transfers or reclassifications, and temporary reassignments to a different position expected to last longer than fourteen (14) days, within fourteen (14) calendar days of occurrence. Such notice shall include, as appropriate, what the change in status is, the date of the change in status, and any changes in title and salary.

**ARTICLE XXI  
LAYOFFS AND SEVERANCE**

An employee who is laid off by the Employer shall receive two (2) weeks' notice or pay in lieu thereof (equal to two (2) weeks' pay at their weekly salary). Notice shall be provided to the Union, the Unit Chair and the affected employee. In addition, any employee who is laid off by the Employer shall receive two (2) weeks of severance pay for each year of service as a full-time or part-time employee, prorated to the date of termination, up to a cap of twenty (20) weeks, in exchange for executing a general release in the form provided by the Employer. Notwithstanding the foregoing, no employee shall receive less than four (4) weeks of severance pay, inclusive of the notice pay.

**ARTICLE XXII  
DISCIPLINE AND DISCHARGE**

A. No employee shall be disciplined or discharged without just cause.

B. The Employer shall notify the Union and the Unit Chair in writing within twenty-four (24) hours of a discharge, and forty-eight (48) hours of any other disciplinary action. Such notice shall include the reason for the discharge or disciplinary action.

C. Newly-hired employees shall have a probationary period of six (6) months. During the probationary period, employees may be disciplined or discharged without

just cause and any discipline or discharge during the probationary period shall not be subject to Article XXIII, Grievance and Arbitration.

### **ARTICLE XXIII GRIEVANCE AND ARBITRATION**

A. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a “grievance”), shall be settled by and between the duly authorized representatives of the Union and the Employer. All grievances must be in writing and must be delivered to the Senior Director, Human Resources or their designee no later than twenty (20) business days from the date that the facts giving rise to the grievance were known or should have been known with the exercise of due diligence. The Center and the Union shall meet to discuss the grievance within fifteen (15) business days of the receipt of the grievance.

B. Any grievance not settled by the duly authorized representatives of the Union and the Employer shall, at the option of either party, within twenty (20) business days of the grievance meeting, be submitted to arbitration before a single impartial arbitrator chosen in accordance with the Labor Arbitration Rules of the American Arbitration Association.

C. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding upon the Employer, the Union and the employees. The fee of the Arbitrator shall be shared equally by the Employer and the Union. Wherever possible, hearings shall be scheduled on the premises of the Employer.

D. Employees shall have a right to Union representation at each step of the grievance procedure.

E. In the event the time periods set forth in (1) and (2) are not adhered to, then the grievance or the arbitration, as the case may be, shall be barred and the

Arbitrator shall have no authority to hear or decide it except for good cause. The Employer and the Union may extend the time limits set forth in (1) and (2) above by mutual agreement. E-mail shall suffice for any writing requirement in this Article.

F. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

**ARTICLE XXIV**  
**NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither bargaining unit employees nor the Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, sympathy, general, unfair labor practice, or any other kind), slow-down, walk-out, picket, work stoppage, sick out, boycott, concerted refusal to work overtime, or any other concerted interference with the Employer's operations or conduct thereof.

During the term of this Agreement, the Employer shall not lock out bargaining unit employees.

**ARTICLE XXV**  
**NOTICE TO THE UNION**

Notice to the Union shall be in writing and sent electronically to [local2110@2110uaw.org](mailto:local2110@2110uaw.org) and/or by mail to the office of the Union which is currently:

256 West 38th Street, Suite 704  
New York, NY 10018

Notice to the Employer shall be in writing and sent electronically to Riham Dewidar at [RDewidar@reprorights.org](mailto:RDewidar@reprorights.org) and/or by mail to the office of the Employer which is currently:

199 Water Street, 22nd Floor  
New York NY 10038

In the event, the Union or the Employer's contact information changes, the party will notify the other party of the change as soon as practicable.

**ARTICLE XXVI**  
**SAVINGS AND SEVERABILITY**

In the event any portion of this Agreement is invalidated by the passage of legislation, final decision of a court, or government agency having competent jurisdiction, such invalidation shall apply only to the provision invalidated and all remaining provisions of this Agreement not invalidated shall remain in full force and effect. The parties shall bargain in good faith with respect to any provision found to be unlawful. Any substitution for the invalidated provision that is mutually agreed upon between the parties shall be reduced to writing and shall become a part of this Agreement.

**ARTICLE XXVII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2021, to and including June 30, 2025.

**DocuSigned by:**  
*Olga Brudastova*  
ACCEPTED AND AGREED:  
LOCAL 2110, U.A.W., AFL-CIO  
46F94037EF19447...

**DocuSigned by:**  
*Michelle Dees*  
CENTER FOR REPRODUCTIVE RIGHTS  
4A94C965C014424...

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SIDELETTER 1**

July 1, 2021

Ms. Maida Rosenstein  
President  
Local 2110, Technical, Office and Professional Union,  
UAW, AFL-CIO  
256 West 38<sup>th</sup> Street, Suite 704  
New York, NY 10018

Dear Ms. Rosenstein,

This side letter shall supplement the Agreement by and between The Center for Reproductive Rights (the “Employer”) and Local 2110, Technical, Office and Professional Union, UAW, AFL-CIO (the “Union”) effective July 1, 2021 through and including June 30, 2025.

In connection with the ongoing COVID-19 pandemic, the Employer is providing all employees with a sixty dollar (\$60) monthly stipend to offset expenses incurred by working from home. The Employer shall continue to pay this stipend to bargaining unit employees who did not have a previously agreed-upon remote work arrangement through December 31, 2021 or until the Employer requires employees to begin reporting to its New York City and Washington D.C. offices, whichever is sooner.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

**DocuSigned by:**

Sincerely,



CENTER FOR REPRODUCTIVE RIGHTS  
4A94C965C014424...

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED & AGREED:

**DocuSigned by:**

LOCAL 2110, UAW



By: \_\_\_\_\_

46F94037EF19447...

Date: \_\_\_\_\_

**SIDELETTER 2**

July 1, 2021

Ms. Maida Rosenstein  
President  
Local 2110, Technical, Office and Professional Union,  
UAW, AFL-CIO  
256 West 38<sup>th</sup> Street, Suite 704  
New York, NY 10018

Dear Ms. Rosenstein,

This side letter shall supplement the Agreement by and between The Center for Reproductive Rights (the “Employer”) and Local 2110, Technical, Office and Professional Union, UAW, AFL-CIO (the “Union”) effective July 1, 2021 through and including June 30, 2025.

Article XVI, Temporary Employees, shall not apply to temporary employees engaged through a temporary staffing agency in a bargaining unit position for the purpose of supporting the 2021 U.S. Supreme Court litigation or any future U.S. Supreme Court litigation.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

**DocuSigned by:**

Sincerely,  
*Michelle Dees*  
CENTER FOR REPRODUCTIVE RIGHTS  
4A94C965C014424...

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DocuSigned by:**

ACCEPTED & AGREED:  
*Olga Brudastova*  
LOCAL 2110, UAW  
46F94037EF19447...

By: \_\_\_\_\_

Date: \_\_\_\_\_



**SIDELETTER 3**

July 1, 2021

Ms. Maida Rosenstein  
President  
Local 2110, Technical, Office and Professional Union,  
UAW, AFL-CIO  
256 West 38<sup>th</sup> Street, Suite 704  
New York, NY 10018

Dear Ms. Rosenstein,

This side letter shall supplement the Agreement by and between The Center for Reproductive Rights (the “Employer”) and Local 2110, Technical, Office and Professional Union, UAW, AFL-CIO (the “Union”) effective July 1, 2021 through and including June 30, 2025.

The Employer is in the process of developing its return-to-work plan and anticipates releasing such plan later this summer. After such plan is released, if a bargaining unit employee is concerned about their return-to-work status, the Senior Director, Human Resources shall meet with such employee to resolve the issue, taking into account the employee’s job duties, needs of the department and organization and equity among all employees of the organization, along with other applicable factors, including those raised by the employee.

Additionally, once the plan is released, the Employer shall meet with the Union and its bargaining committee to review the plan.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

**DocuSigned by:**

Sincerely,

*Michelle Dees*

CENTER FOR REPRODUCTIVE RIGHTS  
4A94C965C014424...

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DocuSigned by:**

ACCEPTED & AGREED:

*Olga Brudastova*

LOCAL 2110, UAW  
46F94037EF19447...

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SIDELETTER 4**

July 1, 2021

Ms. Maida Rosenstein  
President  
Local 2110, Technical, Office and Professional Union,  
UAW, AFL-CIO  
256 West 38<sup>th</sup> Street, Suite 704  
New York, NY 10018

Dear Ms. Rosenstein,

This side letter shall supplement the Agreement by and between The Center for Reproductive Rights (the "Employer") and Local 2110, Technical, Office and Professional Union, UAW, AFL-CIO (the "Union") effective July 1, 2021 through and including June 30, 2025.

During the negotiations of the Agreement, the parties agreed that Juneteenth would be added as a holiday and that the parental leave would be increased from twelve (12) weeks to sixteen (16) weeks. Both changes shall be reflected in the Employee Handbook and Addendum.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

**DocuSigned by:**

Sincerely,

*Michelle Dees*

CENTER FOR REPRODUCTIVE RIGHTS  
4A94C965C014424...

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DocuSigned by:**

ACCEPTED & AGREED:

LOCAL 2110, UAW

46F94037EF19447...

*Olga Brudastova*

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

DRAFT

Greetings,

Welcome to the Center for Reproductive Rights and to our employee union, CRRUnion of Local 2110 UAW!

Your position is part of our bargaining unit and covered by our union contract. [see link here].

Please be in touch with any of the CRRUnion representatives below with any questions you may have about our union.

List unit chair and/or union committee