

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered as of the 30th day of April 2008 by and between the **AMERICAN CIVIL LIBERTIES UNION** and the **AMERICAN CIVIL LIBERTIES UNION FOUNDATION** (hereinafter collectively called the "Employer") and **LOCAL 2110, U.A.W. AFL-CIO** (hereinafter called the "Union").

All of the terms and conditions of the agreement between the Employer and the Union with a term of January 1, 2003 through March 31, 2008 shall continue in full force and effect except as modified by this Memorandum of Agreement.

1. **ARTICLE 2 – UNION SHOP.** Revise paragraph (1) by adding the following: "Membership in good standing, for the purpose of the Agreement, shall mean the payment or tender of periodic dues and initiation fees uniformly required by the Union."

2. **ARTICLE 3 – PROBATIONARY PERIOD.** Revise paragraph (1) to provide as follows:

Any new employee shall serve a probationary period of twelve (12) weeks before said employee shall be considered permanent. Upon mutual agreement between the parties and the employee involved, the probationary period may be extended for an additional four (4) weeks. No layoff or discharge during the probationary period shall be subject to the grievance and arbitration procedure.

3. **ARTICLE 6 – HOURS AND OVERTIME.** Revise paragraph (7) to provide that lunch money shall be \$7.00 and supper money shall be \$10.00.

4. **ARTICLE 6 – HOURS AND OVERTIME.** Revise the first sentence of paragraph (10) by deleting "\$8.50" and replacing it with \$15.00."

5. **ARTICLE 7 – "MINIMUM SALARIES."** The minimum hiring rates set forth in paragraph 1 shall be increased by the following percentages as of the dates set forth below:

April 1, 2008 – 5% or \$2000, whichever is greater.

April 1, 2009 – 5%

April 1, 2010 – 5%

April 1, 2011 – 4%

April 1, 2012 – 4%

6. **ARTICLE 8 - “WAGES.”** Delete paragraphs (1), (2), (3), (4) and (5) and replace them with the following:

a. Effective April 1, 2008, all employees employed as of that date shall receive an increase in his/her weekly salary then in effect of five percent (5%), or \$2,000, whichever is greater.

b. Effective April 1, 2009, all employees employed as of that date shall receive an increase in his/her weekly salary then in effect of five percent (5%).

c. Effective April 1, 2010, all employees employed as of that date shall receive an increase in his/her weekly salary then in effect of five percent (5%).

d. Effective April 1, 2011, all employees employed as of that date shall receive an increase in his/her weekly salary then in effect of four percent (4%).

e. Effective April 1, 2012, all employees employed as of that date shall receive an increase in his/her weekly salary then in effect of four percent (4%).

7. **ARTICLE 8 – “WAGES.”** Revise paragraph 7 (Promotional Increase) by deleting “\$10.00” and replacing it with “\$20.00.”

8. **ARTICLE 8 – “WAGES.”** Revise paragraph 8 (Secretarial Increment) by changing the heading to read “Administrative Assistant Increment” and by deleting “\$10.00” and replacing it with “\$20.00.”

9. **ARTICLE 10 – “VACATION.”** Revise paragraph (4) by deleting “five (5) unused vacation days” and replacing it with “ten (10) unused vacation days.”

10. **ARTICLE 11 - “SICK LEAVE.”**– Revise paragraphs 3(a) and 3(b) by deleting the references to “Human Resources Director” and replacing them with “Human Resources Department.”

11. **ARTICLE 14 - “CAREER-RELATED COURSES.”** – Revise paragraph (2) by deleting the reference to “Human Resources Director” and replacing it with “Human Resources Department.”

12. **ARTICLE 16 – “INSURANCE AND PENSIONS.”** Revise paragraphs (1), (2), and (3) by deleting “probationary period” and replacing it with “eight (8) weeks of employment.”

13. **ARTICLE 16 – “INSURANCE AND PENSIONS.”** Revise paragraph (4) to provide as follows:

All employees who have completed one (1) year of continuous service and attained the age of twenty-one (21) as of January 1st or July 1st of any year shall

be entitled to participate in the Employer's employee pension plan, subject to the terms and conditions thereof. At such time as the law requires, the eligibility provisions shall be changed to conform to law.

14. **ARTICLE 16 – “INSURANCE AND PENSIONS.”** See attached sideletter agreement.

15. **ARTICLE 20 – “WORK OUT OF JOB CLASSIFICATION.”** Revise paragraph (2) by deleting the reference to “two dollars (\$2.00)” and replacing it with “five dollars (\$5.00).”

16. **ARTICLE 24 – “ATTENDANCE AT UNION MEETINGS.”** Add the following to paragraph (1): “The Unit Chair and up to two shop stewards shall be permitted to bank the foregoing hours in order to attend one (1) full day union training or conference per year and, notwithstanding paragraph (3), shall not be required to make up the time used for such purposes.”

17. **ARTICLE 28 – “NO-DISCRIMINATION.”** Revise by inserting “gender identity and expression” immediately following “sexual preference.”

18. **ARTICLE 46 – “MANAGEMENT RIGHTS.”** Add a new paragraph (C) to provide as follows: “The Employer shall have the right to perform annual performance reviews during the first two years of an employee's employment.”


19. **ARTICLE 49 - “DURATION”** shall be revised to provide that the Agreement shall be effective as of April 1, 2008 and shall continue in full force and effect until March 31, 2013.

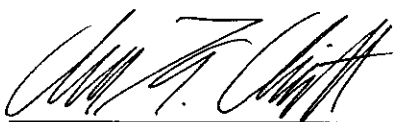
20. Change all references to “Secretary” and “Legal Secretary” in the Agreement to “Administrative Assistant” and “Legal Administrative Assistant.”

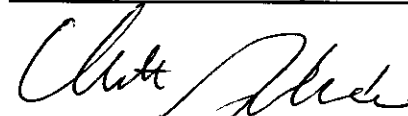
American Civil Liberties Union

Local 2110, U.A.W., AFL-CIO

American Civil Liberties Union Foundation

By:  _____

By:  _____







SIDELETTER AGREEMENT

April 1, 2008

Ms. Maida Rosenstein
Local 2110 UAW, AFL-CIO
113 University Place
New York, NY 10003

Re: Local 2110 UAW AFL-CIO - and - American Civil Liberties Union,
American Civil Liberties Union Foundation

Dear Maida:

Reference is made to the collective bargaining agreement by and between Local 2110 UAW, AFL-CIO (the "Union") and the American Civil Liberties Union/American Civil Liberties Union Foundation (the "ACLU"), dated as of April 1, 2008 (the "Agreement"). This letter shall confirm our understandings as follows:

The "employee pension plan" referred to in Article 16(4) of the Agreement may include a 401k plan, provided that:

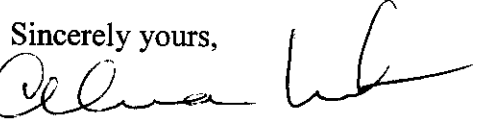
(a) Such 401k plan shall apply only to employees hired after the adoption of such 401k plan and only if such 401k plan applies to newly hired employees of the ACLU generally, and shall replace the current defined benefit pension plan and current 401k plan with respect to those newly hired employees only;

(b) Such 401k plan shall not apply to current employees, who shall continue to participate in the defined benefit pension plan and the current 401K Plan subject to all of the terms and conditions of such plans, including but not limited to the terms and conditions relating to vesting, pension formula and reporting;

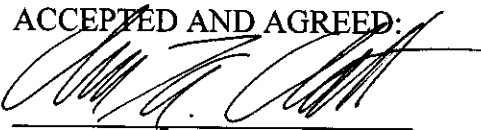
(c) The 401k plan in which such newly-hired bargaining unit members shall participate shall be no less favorable than the plan applicable to newly-hired employees of the ACLU generally. It is currently anticipated that such 401k plan, if implemented, shall include employer contributions of no less than 2% and an employer match of no less than 100% of the first 1% of an employee's contribution and 50% of the next 5% of the employee's contribution for a total match of 3.5%. In the event the ACLU at any time during the term of the Agreement intends to adopt terms of such 401k plan that are less favorable than those set forth above, it shall give notice to the Union and, upon request, negotiate over the terms to the point of either agreement or good faith impasse.



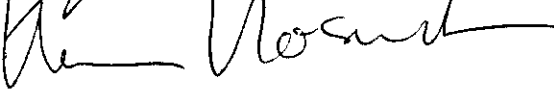
(d) In the event that the ACLU does not offer a new 401K Plan to new employees pursuant to (a) above, such employees will participate in the current Defined Benefit Plan and the current 401K Plan subject to all of their respective terms and conditions.

If the foregoing correctly expresses our understandings, please sign this letter in the space provided below and it shall be a binding agreement between the Union and the ACLU.

Sincerely yours,

Alma Montclair
Director of Administration & Finance

ACCEPTED AND AGREED:



April 1, 2008

Ms. Maida Rosenstein
Local 2110 UAW, AFL-CIO
113 University Place
New York, NY 10003

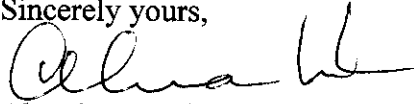
Re: Local 2110 UAW AFL-CIO - and - American Civil Liberties Union,
American Civil Liberties Union Foundation

Dear Maida:

Reference is made to the collective bargaining agreement by and between Local 2110 UAW, AFL-CIO (the "Union") and the American Civil Liberties Union/American Civil Liberties Union Foundation (the "ACLU"), dated as of April 1, 2008 (the "Agreement"). This letter shall confirm our understanding that effective April 1, 2008, Edinson Lopera shall be promoted to the position of Senior Mail Room Clerk and shall receive the wage increase and promotional increase set forth in the Memorandum of Agreement dated as of April 1, 2008.

If the foregoing correctly expresses our understanding, please sign this letter in the space provided below and it shall be a binding agreement between the Union and the ACLU.

Sincerely yours,



Alma Montclair
Director of Administration & Finance

ACCEPTED AND AGREED:

