

MEMORANDUM OF AGREEMENT

by and between

AMERICAN CIVIL LIBERTIES UNION, INC./

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

and

LOCAL 2110, UAW, AFL-CIO

October 1, 2013

IT IS HEREBY AGREED that the collective bargaining agreement with a term of April 1, 2008 through March 31, 2013 shall continue in force and effect except as modified below:

1. Change all references to "permanent" employees to "regular" employees throughout Agreement and add a side letter stating that this change shall not affect the substantive rights of any employee.

2. Article 5, "NEW WORKERS," (p. 3). Revise paragraphs (2) – (8) to provide as follows:

(2) In the event that the job is not filled pursuant to paragraph 1 above, then the job shall be posted simultaneously with the salary and job description for a total of eleven (11) days on the bulletin board where notices to the bargaining unit are generally posted and electronically, and shall be mailed or e-mailed to laid off unit employees on the rehire list pursuant to Article 4 and to Local 2110. The Employer shall consider such applicants, if any, upon such standards as efficiency, experience, skills and training and the Employer's reasonable anticipation as to the applicant's capacity to perform the particular job. All other qualifications being equal, preference for the position shall be given to bargaining unit applicants from within the department on the basis of their length of service with the Employer. The position shall not be deemed final until the completion of the regular probationary period for new employees. In the event, the probationary period is not completed, the employee shall be entitled to the employee's original job.

(3) In the event the job is not filled pursuant to (1) and (2) above, the position shall be offered to bargaining unit applicants outside the

department (including laid off employees on the rehire list pursuant to Article 4) on the basis of their length of service with the Employer. The position shall not be deemed final until the completion of the regular probationary period for new employees. In the event the probationary period is not completed, the employee shall be entitled to the employee's original job, or if the individual was recalled from layoff, the employee may return to layoff status without loss of any seniority and shall be given seniority credit for the time spent pursuant to this paragraph. The Employer shall notify the Union and the Unit Chair hereunder in writing.

(4) In the event that the job is not filled pursuant to (1), (2) and (3) above, the Employer shall afford Local 2110 the opportunity to supply applicants within the posting period.

(5) In the event that the job is not filled pursuant to (1), (2) (3) or (4) above, the Employer may fill the position from any other source.

[Renumber subsequent paragraphs]

3. Article 8, "WAGES" (p. 9) – Increase all minimum rates, and increase the salary of all employees employed as of the ratification of this Agreement, by the following annual amounts:

Effective April 1, 2013	\$1600
Effective April 1, 2014	\$1400
Effective April 1, 2015	\$1400
Effective April 1, 2016	\$1500
Effective April 1, 2017	\$2000

4. Article 13, "OTHER LEAVES," (Sections 4, 5) (p. 15) – Revise to provide that to be eligible for any such leave, an employee must have been employed for at least one (1) year as of commencement of the leave.

5. Article 16, "INSURANCE AND PENSION," (p. 17) – Revise as follows:

(a) Change title to read "INSURANCE AND RETIREMENT BENEFITS" and incorporate side letter to 2008 Agreement in section 4.

(b) Provide that employees shall contribute to the cost of dental and medical coverage in the following amounts per pay period, commencing upon the ratification of this Agreement:

Medical and dental (employee only): \$10.00;

Medical and dental (family) \$20.00;

(c) Add a provision for a Health Reimbursement Arrangement pursuant to Section 105 of the Internal Revenue Code which shall provide to each employee reimbursement for qualified medical expenses (including the premium deductions referenced above) of up to \$500 per year (pro-rated in the first year) in accordance with the applicable plan document.

(i) For the first year of the Agreement, the Employer shall contribute at the annual rate of \$500 per employee (prorated to reflect 5/12 of the contract year) on or about November 1, 2013. During each subsequent year of this Agreement, the employer shall contribute \$50 per employee on or about the first day of the contract year and the balance of the employer's contribution (the amount of which shall be determined in accordance with this paragraph) shall be made on or about May 1 (except that contributions for employees completing their probationary period during the year shall be made upon completion of the probationary period and shall continue to be pro-rated) and each year's contribution shall be in the amount necessary (taking into account both funds contributed by the Employer the previous year and not claimed for reimbursement and any necessary additional contributions) to make available \$500 for qualified reimbursements for each employee in such year.

(ii) Employees who terminate during a contract year may apply against their accounts qualified expenses incurred on or before the date of termination.

(iii) The Employer and the Union shall cooperate in drafting such additional contract provisions as may be required to implement the foregoing terms.

(d) Provide for gross up of domestic partner health benefits as per organizational policy governing such benefits for all staff.

6. Article 18, "TERMINATION OF EMPLOYMENT," (p. 19) – Revise as follows: (1) change reference to "pro rata" vacation pay due on termination to "all accrued and unused vacation"; (2) revise section 2 to provide as follows:

In the event of a desire to discharge or suspend an employee, the employee will be given oral notice of the discharge or suspension by his/her supervisor and the Employer shall notify the Union and the employee in question in writing of the specific reasons for such discharge; if the Union objects, except where discharge is for those reasons specified in section 4 herein, or except where the employee is discharged for incompetence, the Employee shall remain on the job (or, at the ACLU's option, on the payroll without working) until an Arbitrator's decision (if any) is rendered. If the employee is discharged for incompetence, the employee shall remain on the job (or, at the ACLU's option, on the payroll without working) for two weeks. In the event the Union objects to a

discharge, it must advise the Employer in writing within five (5) business days of receipt of the notice of discharge or the discharge shall be final. In the event of such objection, the preliminary steps of the grievance procedure shall not apply and the matter shall be submitted to immediate arbitration. Any arbitration regarding the discharge of an employee shall be conducted on an expedited basis before the panel Arbitrator with the earliest available date. The Arbitrator shall be empowered to proceed in the absence of any party not available on such date and the Union and the Employer shall jointly request that the Arbitrator issue an Award within thirty (30) days following the notice of discharge or on the earliest possible date consistent with fair decision-making. The Employer shall not seek to justify any discharge or suspension before an arbitrator for any reason not set forth in the written notice of discharge provided for herein.

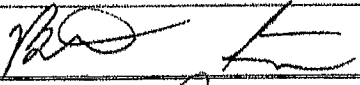
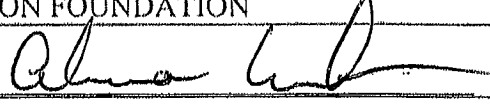


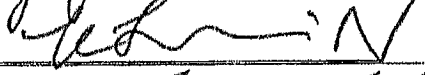

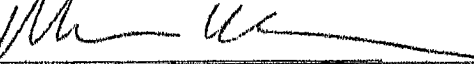
7. Article 19, "JOB SLOTTING/CREATION OF NEW JOBS," (Section 1)(p. 20) – Revise to provide that the Employer shall provide notice to the Union and the Shop Steward of new jobs deemed by the Employer to be covered by the Agreement (Union retains the right to object to the exclusion of a new job from the unit).

8. Article 33, "ADJUSTMENT OF DISPUTES," (p. 25) – Revise as follows: (1) change three (3) day periods for grievance meetings to ten (10) days; and (2) eliminate provision for selection of arbitrators through the American Arbitration Association and provide for a rotating panel of arbitrators (Howard Edelman, Daniel Brent, Richard Adelman).

9. Article 46, "MANAGEMENT RIGHTS," (p. 33) – Revise Section (C) to provide as follows:

(C) The Employer shall have the right to perform annual performance reviews for purposes of employee performance management, development and advancement, and which may include having employees create objectives in conjunction with their supervisor, provided that such evaluations shall not be used or cited in any disciplinary proceeding.

10. Article 49, "DURATION" (p. 33) – Five year agreement.

LOCAL 2110, UAW, AFL-CIO	AMERICAN CIVIL LIBERTIES UNION, INC. and AMERICAN CIVIL LIBERTIES UNION FOUNDATION
By: 	By: 
By: 	By:
By: 	By:
By: 	By:
By: 	By:
By: 	By: