

MEMORANDUM OF AGREEMENT

by and between

AMERICAN CIVIL LIBERTIES UNION, INC./

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

and

LOCAL 2110, UAW, AFL-CIO

March 23, 2018

IT IS HEREBY AGREED that 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 ("ACLU") with a term of April 1, 2013 through March 31, 2018 shall continue in full force and effect except as modified below:

1. Article 7, "MINIMUM COMPENSATION" and Article 8, "WAGES" - Increase wages and minimums in the following amounts:

Effective April 1, 2018:	6.5%
Effective April 1, 2019:	3%
Effective April 1, 2020:	3%
Effective April 1, 2021:	4%
Effective April 1, 2022:	4%

2. Article 6, "HOURS AND OVERTIME" –

(a) Section 7 – Increase lunch money to \$20 and supper money to \$35.

(b) Section 10 – Revise first sentence to provide as follows: "Full taxi fare from office to home or to an after work appointment shall be paid to an employee working after 8:00 p.m. or sunset, whichever is later."

3. Article 12, "PERSONAL DAYS" (Section 1) – Revise to increase the number of personal days from three (3) to four (4) and to increase from two (2) to four (4) the number of sick leave days that may be taken as personal days.

4. Article 13, "OTHER LEAVES" (Section 13(2)) – Improve parental leave benefit by replacing provision for two weeks' pay on return from maternity or paternity leave with twelve weeks' paid family leave.

5. Article 16, "INSURANCE AND RETIREMENT BENEFITS" (Section 9) – Eliminate "gross up" of domestic partner benefits.

6. Article 20, "WORK OUT OF JOB CLASSIFICATION" – Add a new section to provide as follows:

In the event of any vacancy caused by the separation from employment or leave of absence of an employee, within two (2) weeks that notice is given the Human Resources Department and relevant Manager(s), and any and all affected unit members and the Unit Chair shall meet to review the workload of the remaining employees to ensure equitable coverage and/or the need for temporary help. Human Resources and/or the Manager(s) shall implement the outcome in a timely manner.

7. Article 21, "PERSONAL WORK" (Section 2) – Revise to provide as follows:

In the event that a supervisor/attorney requests assistance with work for which the supervisor or attorney is not compensated by the ACLU, such assistance shall be purely voluntary. The Human Resources Department shall issue a yearly notice with the exact language of this provision to all supervisors and bargaining unit employees.

8. Article 28, "NO DISCRIMINATION" – Add Citizenship Status, Religion, Genetic Information, and Prior Arrest or Conviction as protected categories.

9. Article 33 – "ADJUSTMENT OF DISPUTES" – Revise to provide as follows:

Step One: A grievance shall be presented in writing by a Union Representative to the Employer's HR Director or designee within sixty (60) days of the date that the Union knew or reasonably should have known of the Employer's act or omission complained of in the grievance.

Within ten working days of receipt of a written grievance, the Employer's HR Director or designee will schedule a grievance meeting to take place not later than within fifteen working days of receipt of the written grievance. Either party may request one extension of time to schedule the meeting of up to ten additional working days which shall not be unreasonably denied by the other party.

The Employer's HR Director or designee shall respond in writing to the grievance within ten working days of the grievance meeting. A request for an additional five working days to respond shall not be unreasonably denied.

Step Two: If the grievance is denied or no resolution is reached, the Union may file for arbitration to a rotating

panel of arbitrators (Howard Edelman, Daniel Brent, Richard Adelman).

Nothing in the foregoing procedure shall prevent an employee and/or the Union representative and the Employer from meeting informally to resolve a dispute prior to filing a written grievance.

In the event that the Employer fails to comply with the foregoing time limits, the Union may advance the grievance to the next step.

10. Article 35, "TEMPORARY EMPLOYEES" – Clarify Section 35(1)(d) ("A temporary employee employed for one-hundred and ten (110) days within a one-hundred sixty (160) day calendar period, shall upon the completion thereof, be offered a position under the minimum terms and conditions, including the minimum salary . . .") by changing the first reference from "days" to "business days" and reducing the number of days the employee may remain as a temporary employee to "80 business days."

11. Article 49, "DURATION" – Five year agreement.

12. New provision – LABOR-MANAGEMENT COMMITTEE – Add the following provision:

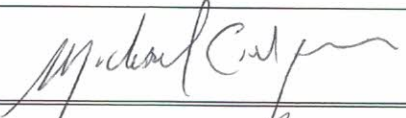
There shall be a labor-management committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union, chaired by one (1) appointed Union member and one (1) appointed Employer member to meet quarterly to discuss workplace issues of concern to the parties and make recommendations, as needed. In the event either party requires the participation of additional employees or representatives, it may invite them to participate on an as-needed basis.

13. Replace references to "Director of Administration and Finance" with "Chief Operating Officer and General Counsel."

14. Change all pronouns to gender-neutral variants.

15. The parties shall promptly cooperate to incorporate the foregoing into an integrated collective bargaining agreement.

16. This Agreement is subject to ratification.

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