

AGREEMENT

by and between

AMERICAN CIVIL LIBERTIES UNION, INC.

and

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

and

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

April 1, 2023 - March 31, 2028

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[TO BE UPDATED]

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AGREEMENT

AGREEMENT made as of the 1st day of April, 2023, by and between the AMERICAN CIVIL LIBERTIES UNION, INC., **and the AMERICAN CIVIL LIBERTIES UNION FOUNDATION**, 125 Broad Street, New York, New York 10004 (hereinafter collectively called the “Employer”) and **LOCAL 2110, U.A.W. AFL-CIO**, 350 West 31 Street, Suite 401, New York, New York 10001 (hereinafter called the “Union”), for and on behalf of itself, and employees now employed or hereafter to be employed by the Employer and collectively designated as Employees.

WITNESSETH:

WHEREAS, the Employer recognizes the Union aforesaid as the only Union representing Employees covered by this Agreement and agrees to deal collectively only with this Union;

The parties hereto, desiring to establish harmonious labor-management relations and to clearly define obligations, do hereby agree as follows:

ARTICLE 1 - RECOGNITION

1) The Employer recognizes the Union as the only collective bargaining agent for all full-time and part-time clerical Employees and Paralegals employed by the American Civil Liberties Union, Inc., and the American Civil Liberties Union Foundation, including its Special Projects, but excluding the Secretary/Assistant to the Executive Director, the Special Assistant to the Director of Administration and Finance, the Executive Assistant to the Chief People Officer, and professional Employees and Supervisors as defined by the National Labor Relations Act.

2) The Employer agrees to recognize and deal with such representatives of the Union as the Union may designate, subject only to refusals which the law permits.

ARTICLE 2 - UNION SHOP

1) It shall be a condition of employment that all Employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing for the entire term of this Agreement, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, or on the thirtieth (30th) day following the beginning of their employment, whichever is later, become and remain members in good standing in the Union. 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) In the application of paragraph (1) above, when the Employer is notified by the Union in writing that an Employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall terminate such Employee within fifteen (15) days of such notice, unless prior to the expiration of the fifteen (15) day period, the Union has notified the Employer that the Employee is in good standing.

3) Upon presentation to the Employer of an Employee's written authorization to deduct from the Employee's wages, dues, and initiation fees, the Employer shall deduct such sums of money from that Employee's wages. Such form shall be at all times in compliance with applicable law. Upon the Employer's request, the Union shall provide the Employer with a certification of the amount of its dues and initiation fee. The Employer will notify the Union promptly of any revocation of any authorization received by it.

ARTICLE 3 - PROBATIONARY PERIOD

1) Any new Employee shall serve a probationary period of twelve (12) weeks before said Employee shall be considered regular. 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.

2) In the event any probationary Employee's employment has exceeded four (4) weeks, then said probationary Employee shall be entitled to a performance review during the fifth week of employment by the Employee's immediate Supervisor, which review shall be in the presence of a Shop Steward and the management person in charge of personnel. The nature of said employment review shall not be subject to grievance or arbitration. The sole remedy for the Employer's failure to comply with said review procedure prior to the time the probationary Employee shall have been terminated shall be: (a) a performance review; and (b) a reinstatement for an additional probationary period of up to four (4) consecutive weeks. Any layoff or discharge during this additional probationary period shall not be subject to grievance and arbitration.

ARTICLE 4 - SENIORITY AND LAYOFF

1) All persons who have completed their probationary period shall be considered regular Employees and their seniority rights shall date from the first date of employment.

2) All layoffs shall be in the inverse order of seniority within each job classification, i.e., the last person hired within a job classification shall be the first person laid off in that job classification. In the event of a layoff, at least two (2) weeks' notice shall be given and after layoff notice is given, the Employee shall be granted paid time off not to exceed ten (10) hours per week to look for another job. Each Employee laid off shall be placed on a rehire list by job classification and recall rights shall be governed by Article 5 hereof. Employees laid off for a period of one (1) year shall be removed from such rehire list. For the purpose of this paragraph, all Administrative Assistants shall be considered one job classification, and all Legal Administrative Assistants and Secretary/Assistants shall be considered one (1) job classification. In the event of a layoff, the senior person(s) in a job classification who has the ability to perform the required work, based on 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, shall be given preference. Except as provided for and contemplated by Article 38, Technological Change, no Employee will be placed on layoff status as a result of the introduction of automated office equipment.

ARTICLE 5 - NEW WORKERS

1) Whenever the Employer shall require new workers in any job classification, it shall first offer employment to the senior worker, if any, in that job classification who may have been laid off. A refusal of re-employment shall not be a waiver of further re-employment rights under this article. The Employer shall offer employment hereunder by letter and it shall provide the Shop Steward with a copy.

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 the length of their service with the Employer. 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, 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 paragraphs (1), (2), (3), or (4) above, the Employer may fill the position from any other source.

6) New workers or recalled workers hereunder shall be notified in writing, with a copy to the Shop Steward, that it is a rule of Local 2110 that all Employees are required upon hiring to report to the Local 2110 employment office for purposes of registering.

7) All persons, except those hired pursuant to Article 36(1), upon being hired, shall be given a copy of this Agreement to be supplied to the Employer by the Union.

ARTICLE 6 - HOURS AND OVERTIME

1) The work week shall consist of thirty-five (35) hours within five (5) consecutive days, Monday through Friday.

2) The work day of full-time employment shall consist of seven (7) hours falling within eight (8) consecutive hours. The work schedules, based upon department needs, shall lie between 8:00 a.m. and 6:00 p.m. Changes of regular hours shall be permitted, provided: (a) that they are for legitimate business reasons; (b) that they are upon thirty (30) calendar days'

advance notice; (c) that they are not made with respect to an individual Employee more than one (1) time in any twelve (12) month period; (d) that in advance of the notice period set forth in (b) above, the contemplated change is discussed with the Union and the affected Employee; and (e) that on each occasion the change shall not vary an Employee's starting time by more than sixty (60) minutes.

3) Overtime work must be authorized by the Supervisor. Overtime shall be voluntary. It is recognized, however, that from time to time overtime may be necessary to meet the Employer's needs. The ACLU will not discourage bona fide requests for overtime authorization.

4) All authorized overtime in excess of seven (7) hours in any day or thirty-five (35) hours in any week, shall be compensated for in cash or time off at the rate of time and one-half, providing that the Employee signify at the time overtime is worked as to compensatory preference. Compensatory time shall be taken at a time mutually agreeable to the Employee and the immediate Supervisor. Overtime shall be computed in one-quarter (1/4) hour amounts and paid for each one-quarter hour or major fraction. No overtime will be paid for fifteen (15) minutes or less.

5) All work performed on Saturdays or Sundays shall be compensated for at the rate of double time. All work performed on holidays shall be compensated for at double time plus the holiday pay required in Article 10.

6) All Employees shall be entitled to two (2) fifteen (15) minute paid rest periods during the working day, one in the morning and one in the afternoon.

7) Lunch money shall be \$20.00. It shall be paid to an Employee working four (4) or more hours on a Saturday, Sunday, holiday, or on the Employee's day off. Supper money shall be \$35.00. It shall be paid to any Employee working two (2) or more hours overtime on a regular work day or during the late afternoon or evening on a Saturday, Sunday, holiday, or on the Employee's day off. In order to receive reimbursement, a receipt must be

obtained and presented to the Employer. Lunch or supper breaks for which lunch or supper money is paid shall not be compensable as overtime.

8) Employees who are late fifteen (15) or more minutes in coming or returning to work shall be docked accordingly.

9) Triple time will be paid for all work after midnight.

10) 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. For people who live in the suburbs, the Employer shall pay for taxi fare from the office to the appropriate train or bus station in New York City, and from the train or bus station nearest to the Employee's home. In order to receive reimbursement, a receipt must be obtained and presented to the Employer. If the receipt is other than a meter-generated receipt, it must be on a form or card signed by the driver and must identify the date, the taxi company and the fare charged.

11) Each Employee shall be guaranteed fifteen (15) extra minutes of time off with pay for cashing ACLU salary checks on pay day. This provision shall not apply to any Employee who uses direct electronic deposit or any other non-check process.

ARTICLE 7 - MINIMUM SALARIES

1) Minimum Weekly Hiring Rates

	Effective 4/1/23 (5.0%)	Effective 4/1/24 (3.0%)	Effective 4/1/25 (3.5%)	Effective 4/1/26 (4.0%)	Effective 4/1/27 (4.0%)
Grade I	\$1138.03	\$1172.17	\$1213.19	\$1261.72	\$1312.19
Grade II	\$1190.26	\$1225.97	\$1268.88	\$1319.63	\$1372.42
Grade III	\$1216.97	\$1253.48	\$1297.36	\$1349.25	\$1403.22
Grade IV	\$1261.29	\$1299.13	\$1344.60	\$1398.38	\$1454.32

2) For Grade I only, in the event a new Employee is hired in a Grade I job classification at a rate over and above what an existing Grade I Employee earns, then the existing Grade I Employee’s salary will be brought up to the rate of the newly hired Employee.

3) Cost-of-Living Adjustment

a) In the event the Consumer-Price-Index for Urban Wage Earners and Clerical Workers (“CPI-W”) for New York and North Eastern New Jersey for June 2023 to June 2024 increases by six percent (6%) over the CPI-W for June 2022 to June 2023, then the minimum hiring rates shall be increased on July 1, 2024, by a cost-of-living adjustment (“COLA”) based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

b) In the event the CPI-W for New York and North Eastern New Jersey for June 2024 to June 2025 increases by six percent (6%) over the CPI-W for June 2023 to June 2024, then the minimum hiring rates shall be increased on July 1, 2025, by a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

c) In the event the CPI-W for New York and North Eastern New Jersey for June 2025 to June 2026 increases by six percent (6%) over the CPI-W for June 2024 to June 2025, then the minimum hiring rates shall be increased on July 1, 2026, by a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

3) Effective April 1, 2023, the position of Legal Administrative Assistant shall be in Grade IV.

ARTICLE 8 - WAGES

1) Effective April 1, 2023, all Employees employed as of that date shall receive an increase in the Employee’s weekly salary then in effect of percent (5.0% (inclusive of 3.0% increase previously implemented on May 31, 2023 and retroactive to April 1, 2023)).

2) Effective April 1, 2024, all Employees employed as of that date shall receive an increase in the Employee's weekly salary then in effect of three percent (3%).

3) Effective April 1, 2025, all Employees employed as of that date shall receive an increase in the Employee's weekly salary then in effect of three percent (3.5%).

4) Effective April 1, 2026, all Employees employed as of that date shall receive an increase in the Employee's weekly salary then in effect of four percent (4%).

5) Effective April 1, 2027, all Employees employed as of that date shall receive an increase in the Employee's weekly salary then in effect of four percent (4%).

Cost-of-Living Adjustment

a) In the event the CPI-W for New York and North Eastern New Jersey for June 2023 to June 2024 increases by six percent (6%) over the CPI-W for June 2023 to June 2024, then all Employees employed for six (6) months or more on July 1, 2024, shall receive on July 1, 2024, a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

b) In the event the CPI-W for New York and North Eastern New Jersey for June 2024 to June 2025 increases by six percent (6%) over the CPI-W for June 2023 to June 2024, then all Employees employed for six (6) months or more on July 1, 2025, shall receive on July 1, 2025, a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

c) In the event the Consumer-Price-Index for Urban Wage Earners and Clerical Workers ("CPI-W") for New York and North Eastern New Jersey for June 2025 to June 2026 increases by six percent (6%) over the CPI-W for June 2024 to June 2025, then all Employees employed for six (6) months or

more on July 1, 2026, shall receive on July 1, 2026, a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

d) In the event the CPI-W for New York and North Eastern New Jersey for June 2026 to June 2027 increases by six percent (6%) over the CPI-W for June 2025 to June 2026, then all Employees employed for six (6) months or more on July 1, 2027, shall receive on July 1, 2027, a COLA based on the percentage increase in the CPI-W over six percent (6%), but only up to an increase of eleven percent (11%) (i.e., a maximum pay-out of five percent (5%)).

6) Promotional Increase - Whenever an Employee is promoted from one grade to a higher grade that Employee shall receive a promotional increase of \$20.00 per week or the new minimum, whichever is higher.

7) Assistant Increment - Any Employee in the job classification of Assistant who is regularly assigned to work for three (3) or more other persons shall receive a weekly increment of \$20.00 for each week so assigned.

ARTICLE 9 – LONGEVITY PAYMENTS

1) Bargaining unit employees shall receive the same additional payments based on longevity, if any, implemented for similarly situated employees of the ACLU generally during the term of this Agreement.

2) Upon reaching the following length of service, employees shall receive a one-time bonus in the following amounts:

5 years: \$1,250

10 years: \$2,500

20 years: \$5,000

For clarification, current employees who have reached one or more of these lengths of service as of the date of ratification of this Agreement shall receive, upon ratification, only the bonus for the longest length of service achieved (e.g., an employee with 10 years of service shall receive \$2,500 only).

3) In the fiscal year, if any, in which the ACLU adopts a program of additional payments based on longevity pursuant to paragraph 1), bargaining unit employees who otherwise qualify for the foregoing bonus payments shall receive for that year either the foregoing bonus payments or the payments that become due under paragraph (a) above, whichever is greater.

ARTICLE 10 - HOLIDAYS

1) Employees shall be paid for the following holidays whether or not they work on said days: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Veterans' Day; Martin Luther King's Birthday; Thanksgiving Day; and the day after Thanksgiving. Christmas Eve and Christmas Day shall be floating holidays. On Election Day, one (1) half-day's time shall be granted for all Employees, whether or not they shall be eligible to vote. If any enumerated holiday falls on a Sunday, it shall be observed on the following Monday. If any enumerated holiday falls on a Saturday, it shall be observed on the preceding Friday.

2) No Employee shall be required to work on a holiday, without the Employee's consent. The Union's consent shall also be required except in case of an emergency.

3) Each Employee shall work the first four (4) hours of the Employee's regular schedule, without interruption for lunch, on Christmas Eve and New Year's Eve, but shall be paid for a full day's work.

ARTICLE 11 - VACATION

1) After one (1) month of employment, Employees shall accrue vacation credit for each complete month of service at the rate of 1.83 days per month (22 days per year).

2) Employees currently receiving 25 vacation days shall be legacied at that level and those hired before April 1, 2018 shall become entitled to 25 days upon reaching 10 years of service.

3) Vacation season shall run from June 15 through Labor Day. Employees are entitled to take vacation at any time during the vacation season, provided: (i) reasonable notice of the intent to take vacation is given to the ACLU; and

- (i) the vacation period does not conflict with the vacation period requested by a more senior Employee in the same department with similar responsibilities. Regardless of a conflict, a request for vacation during this period shall not unreasonably be denied. This shall not be construed to preclude the Employer from granting any Employee's request that part or all of the Employee's vacation be taken at some other time, which request shall not unreasonably be denied.

4) At the Employee's option, a maximum of fifteen (15) unused vacation days may be carried over from one year and added to the Employee's vacation in the next year.

5) Upon mutual agreement between the Employee and the Employer, a maximum of five (5) vacation days per year may be taken in money rather than time.

6) No Paralegals shall lose vacation days already accrued as a result of the September 18, 2015 Paralegal Memorandum of Agreement (Revised).

7) In the event the ACLU agrees in a collective bargaining agreement with ACLU Staff United to a vacation provision more favorable than the terms of the vacation

provision in this Agreement, the Union may request a reopener of the Agreement limited to the subject of vacation.

ARTICLE 12 - SICK LEAVE

1) Employees employed on or after January 1, 1981, shall be governed by the following provision:

a) Employees who have less than one (1) year of service as of January 1 shall be entitled to the following: After one (1) month of employment, Employees shall be granted sick leave at the rate of one (1) day per month with a maximum of twelve (12) working days per year.

b) Employees who have one (1) or more years of service as of January 1 shall be entitled to twelve (12) sick days as of each January 1.

c) Employees who have one (1) or more years of service as of January 1 may accumulate and carry over from one calendar year to the next a maximum of twelve (12) sick days.

2) All Employees shall be governed by the following provisions in addition to paragraphs (1) above, as the case may be:

a) An Employee shall give notice of illness no later than 10:30 a.m. and may be subject, at the Employer's discretion, to loss of a day's salary, if such notice is not given. The Employee is required to give such notice to the Human Resources Department, or in the event the Human Resources Department is not available, to the switchboard operator. Such notice is required on any day upon which the Employee is expected to be on the job; for example, if an Employee calls in prior to 10:30 a.m. on Monday and informs the Human Resources Department that the Employee will not be in on Monday and Tuesday, no call is required on Tuesday; but if that same Employee is not

able to come to work on Wednesday, that Employee is required to give another notice to the Human Resources Department prior to 10:30 a.m. Wednesday morning. The Employer may require proof of illness from a medical doctor or other health care practitioner when, in its judgment, there is excessive use of sick leave or there appears to be a pattern of abuse.

b) Employees who require medical care during working hours, or who have medical appointments which could not have been scheduled except during working hours, shall be allowed time off for these purposes by arrangement with the Human Resources Department. Upon returning to work, the Employee shall present a doctor's certificate and the time off shall be charged to sick leave.

c) Subject to the continued existence of the job, an Employee absent due to illness for a period of up to twelve (12) months within any two-year period shall be entitled to the Employee's regular job upon return to work.

d) When an Employee becomes eligible to receive disability benefits, the Employer shall provide sick leave pay only in amounts equal to the difference, if any, between the Employee's regular wages and disability benefits, and any sick leave payments by the Employer shall continue until the full cash equivalent of the sick leave pay provision in the Agreement has been paid to the Employee.

3) Employees will receive additional sick days for Covid-related illness in accordance with New York law, provided that in the event the New York law is changed to eliminate such additional days, the Union may request a reopener of the Agreement limited to the subject of Covid sick days.

ARTICLE 13 - PERSONAL DAYS

(1) Each regular Employee shall be granted up to a maximum of four (4) additional days off each year, non-cumulatively. At the Employee's option, a maximum of four (4) days' sick leave each year may also be taken as personal days. New Employees and Employees with less than twelve (12) months of service shall accumulate personal days at the rate of one (1) day during each three (3) months of employment, and such Employees shall be eligible to take only one (1) sick day as a personal day during each six (6) months of employment.

(2) Before personal time may be taken by an Employee, the Supervisor must be given at least one (1) day's notice. This one (1) day's notice requirement shall be waived with respect to one (1) personal day only, and only in the event that an emergency exists which prevented the required one (1) day's notice.

(3) Personal days may be taken before or after a holiday or a vacation period with mutual agreement between the Employer and the Employee, which agreement shall not be unreasonably withheld.

ARTICLE 14 - OTHER LEAVES

1) A parental leave without pay of up to twenty-six (26) weeks shall be granted to an Employee who shall have been employed for at least one (1) year as of the date of leave. This leave may commence at any time during the Employee's or partner's pregnancy, provided at least four (4) weeks' advance notice in writing is given. At the time of leave, the Employee shall provide the Employer with the exact amount of leave requested and a failure to return on the agreed-upon date shall be considered a voluntary quit unless the failure to return is excusable under any other provision of this Agreement. In the event of circumstances which require an extension of a leave beyond that taken by the Employee (but not in excess of the twenty-six (26) week maximum), the Employee shall be granted such an extension provided a request therefor is made at least two (2) weeks prior to the original return date.

2) Upon returning to work, the Employee out on parental leave for at least one (1) month shall be given up to sixteen (16) weeks' paid family leave. The Employee shall continue to accrue seniority rights during said leave.

3) In the case of death in an Employee's immediate family, the Employee shall be granted a leave of absence with pay, not to exceed five (5) work days without loss of seniority. Immediate family shall include and be limited to spouse (or other person with whom the Employee regularly cohabits, regardless of sex), child, parent, sibling, grandparent, grandchild, aunt, uncle, parent-in-law, and loved one. As a condition of such leave, the Employee shall submit the name of the relative and proof of death. Such leave shall be used within fifteen (15) working days of notice to the Employee of the death.

4) The Employer will permit a leave of absence without pay for the Employee elected or appointed to a full-time position on the Union's staff who has been employed by the Employer for at least one (1) year as of the commencement of the leave. Such leave of absence shall continue for a period not in excess of one (1) year, without loss of status of employment or seniority. The Employee shall give four (4) weeks' advance notice of the Employee's intended return to work.

5) Leaves of absence for personal reasons without pay for an Employee who has been employed by the Employer for at least one (1) year as of the commencement of the leave may be mutually agreed upon in writing between the Employee and the Employer. Any leave of absence granted pursuant to this Section shall be granted without loss of the Employee's seniority.

6) Notwithstanding the provisions of Article 14(1), Paralegals shall be entitled to parental leave on the same basis and subject to the same terms as that available to Employees of the ACLU generally. The Union waives any right to bargain over the terms of such benefits.

ARTICLE 15 - CAREER-RELATED COURSES

Employees qualify, subject to the conditions set forth in this Article 15, to take up to one-half day (three and one-half (3-1/2) hours) off per week for the purpose of career study relating to ACLU work.

1) No more than four (4) Employees may participate in this program at any one time and in no event shall more than one (1) Employee per department participate at any one time.

2) All time taken shall be made up pursuant to a schedule established jointly by supervisor, the Human Resources Department, and the Employee and, if a schedule is not mutually agreed upon, pursuant to a schedule established reasonably by the Employer, subject to the grievance and arbitration machinery contained herein.

3) Participation in the program is limited to taking a course(s) only available during working hours considering that a course available during non-working hours might qualify because of reasonable transportation time necessary to reach a course(s).

4) If a conflict arises between two or more Employees, shop seniority shall be the determining factor.

5) In order for any Employee to qualify, the Employee shall give the Employer thirty (30) calendar days' notice in advance of the beginning of the course(s).

6) Time off pursuant to this Article shall be granted on a semester by semester basis, renewable by proper application.

7) Once an Employee takes time pursuant to this Article, the Employee shall be considered for the purposes of this Article to have reverted to the lowest seniority position.

8) If a bona fide emergency exists in a department in which an Employee taking time off pursuant to this Article generally works, which bona fide emergency cannot be handled without the Employee who is otherwise entitled to time off, then the Employee shall forego the time off for the period of the emergency.

ARTICLE 16 - JURY DUTY

Employees who are called for and serve jury duty will be paid the differences between their per diem jury pay and their regular pay every second year, provided, that the Employees present written evidence of jury service and a copy of the receipt of payment of the Employee's jury pay to the Chief People Officer. If an Employee is dismissed from jury duty on any day which early dismissal permits them to come to work for a period of two (2) or more hours, then the Employee is required to do so.

ARTICLE 17 - INSURANCE AND RETIREMENT BENEFITS

1) All Employees who have completed eight (8) weeks of employment shall be covered by: (a) individual life insurance at one and one-half (1½) times the Employee's annual salary; (b) accidental death and dismemberment insurance; (c) individual long-term disability insurance.

2) All Employees who have completed eight (8) weeks of employment shall be covered by substantially the same or the same dental coverage as in calendar year 1993, provided the ACLU can do so at substantially the same cost.

3) The ACLU shall provide, for all Employees, effective as of the first of the calendar month following their date of hire, individual or family coverage, as the case may be, medical and hospitalization insurance pursuant to the Emblem Health/Local 2110 Point of Service Plan.

4) Employees shall contribute to the cost of dental and medical coverage in the following amounts per pay period, commencing on November 1, 2013:

Medical and dental (Employee only): \$10.00 post tax;

Medical and dental (family): \$20.00 post tax;

5) 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.

For purposes of this Agreement, the "employee pension plan" referred to in this Article 17(5) may include a 401k defined contribution plan, provided that:

a) Such 401k defined contribution plan shall apply only to Employees hired after the adoption of such 401k defined contribution 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 defined contribution plan with respect to those newly hired Employees only;

b) Such 401k defined contribution plan shall not apply to current Employees hired prior to April 1, 2009, who shall continue to participate in the defined benefit pension plan and the current 401K defined contribution 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 defined contribution 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. Such 401k defined contribution plan currently provides for 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.

6) Employees who retire at or after age 65, with Medicare Parts A and B in place, and with at least twenty (20) years of service, shall be entitled to receive \$1500 per calendar year toward the cost of supplemental post-retirement health insurance for the retiree only.

7) Employees shall be entitled to participate in the ACLU Flexible Spending Account for health care and dependent care on the same basis and subject to the same terms as are applicable to eligible ACLU Employees generally.

8) Employees shall be entitled to participate in 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.

a) 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.

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

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

ARTICLE 18 - SEVERANCE PAY

1) Severance pay in the amount of two (2) weeks' pay for each full year of continuous service, with a maximum of thirty (30) weeks' pay shall be paid to the following:

a) An Employee past the Employee's probation period who is permanently laid off.

b) An Employee past the Employee's probation period who is discharged for incompetence, retrenchment, or physical disability; except that a person discharged for incompetence and who has less than ten (10) years of service shall be entitled to one (1) week's pay for each year of continuous service.

c) The designated beneficiary of an Employee who dies after eight

(8) years of continuous service. In the event an Employee dies prior to eight (8) years of continuous service, the Employee's designated beneficiary shall receive three (3) weeks' severance pay.

With respect to Subsections (a) and (b) above, Employees with at least four (4) months of continuous service shall receive one (1) week severance pay, qualified Employees with at least eight (8) months of continuous service shall receive two (2) weeks' severance pay, Employees with at least one (1) year of continuous service and less than two (2) years of continuous service shall receive three (3) weeks' severance pay.

2) An Employee who has once received severance pay for any reason and is thereafter rehired prior to the expiration of one (1) year, shall be entitled to seniority for all purposes for the total period of the Employee's employment (i.e., from date of first hiring, but with interruption for period from severance to rehiring), but the amount of severance pay actually received shall be set off against and reduce the Employee's future severance pay entitlement. The intervening period between severance and rehiring shall be treated as leave without pay during which further contract benefits do not accrue, but after which no benefits previously accrued and not received shall be lost.

3) Upon death of an Employee, any accrued vacation and holiday benefits and full pay for the week in which death occurred shall be paid to the Employee's beneficiary designated on the Employee's Major Medical/Life Insurance enrollment card.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

1) A regular Employee may be dismissed or suspended for just and sufficient cause.

2) 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 the Employee's

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 (2) 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.

3) Upon termination of employment, an Employee shall be entitled to all accrued and unused vacation pay and any accrued vacation from previous years.

4) An Employee guilty of theft, insubordination, physical assault of a co-worker, or disclosure to a third person (whether employed by the Employer or not) of records or confidential information of the Employer, or who willfully destroys or attempts to destroy Employer property, shall be subject to immediate dismissal.

5) All dismissals and suspensions shall be subject to the grievance procedure as provided in Article 34 hereof. Other disciplinary actions shall be subject to Step 1 of the grievance procedure provided in Article 34 hereof.

6) In case of a voluntary resignation, all Employees shall give the Employer

at least two (2) weeks' notice thereof. Where both the Employer and Employee agree, the two (2) weeks' notice may be waived.

ARTICLE 20 - JOB SLOTTING/CREATION OF NEW JOBS

1) The Employer shall have the right to create new jobs and determine whether or not such new jobs are excluded from the bargaining unit. Notice shall be given to the Union and the Shop Steward of all new jobs deemed by the Employer to be covered by this Agreement at the earliest possible time, but in no event less than two (2) weeks prior to the creation of said new job. (The Union retains the right to object to the exclusion of a new job from the unit). Should the Union object to the exclusion of a new job from the bargaining unit, it may submit the issue of such exclusion to arbitration.

The Employer shall include in the notice of a new bargaining unit job: its job grade, its title, its job description, and its effective date, and shall promptly meet with the Union upon request to discuss the job description, the title and the effective date and to negotiate the job grade therefor. Only a disagreement with respect to the job grade may be submitted to arbitration.

2) Should the Employer choose to substantially change the volume or function, either individually or in sum total, or the duties or responsibilities of an existing job, it shall give the Union two (2) weeks' advance notice thereof, specifying the proposed changes, their effective date, and the proposed change in the wage or job grade, if any. If the Union does not agree with the proposed wage and/or grade, it may submit the issue of the appropriate wage and/or grade or whether the changes require a salary adjustment to arbitration.

3) Pending the outcome of any arbitration, the Employer may proceed with establishing and filling the job, or change the existing job, except that any arbitration award shall be retroactive to the effective date of the job change or job creation.

ARTICLE 21 - WORK OUT OF JOB CLASSIFICATION

1) Each Employee is required to assist other Employees when called upon to do so by the Employee's immediate Supervisor or, in the absence of said Supervisor, the Chief People Officer or the Deputy Executive Director for Operations & General Counsel.

2) An Employee may be required to do work in job classifications other than the Employee's own except work involving skills the Employee does not possess. When such work is in a job classification in a higher grade, the Employee shall be paid five dollars (\$5.00) per day or the minimum for the higher grade (whichever is higher) for each day during which half or more of the Employee's time is spent in the higher grade. Department heads shall not arbitrarily cut off higher-paid work to avoid paying the higher rate.

3) In the event of any vacancy caused by the separation from employment or leave of absence of an Employee, within two (2) weeks after notice is given, the Human Resources Department and relevant Supervisor(s), and any and all affected unit members and the Unit Chair shall meet to review the impact of the vacancy on the remaining Employees. The subjects to be addressed in such meeting shall include but not be limited to: (i) the status of projects of departing unit member(s) and written description and instructions relating to transition, if available; (ii) delegation of duties to other support staff; (iii) process for managing staff expectations during transition; (iv) questions and concerns over workload of remaining support staff; (v) the potential need for temporary help; (vi) overtime needs throughout the transition period; (vii) coverage of work until a new employee is hired and training of new employee; and (viii) the status of the hiring of a replacement employee, if any. Human Resources and/or the Supervisor(s) shall implement the agreed-upon outcome, if any, in a timely manner.

In the event that the number of employees in the same job classification on a particular project/team is temporarily reduced by twenty percent (20%) or more (and not replaced by a temporary worker or reassignment of another bargaining unit employee from a different project or team), other employees in this job classification on the same project/team will receive fifteen

dollars (\$15) per day for each day beyond ten (10) business days during which: (a) this reduction in the number of employees requires substantial additional work; and (b) the employee does not receive overtime. As a condition of the ACLU's payment obligation pursuant to this paragraph, the Union shall notify the ACLU within thirty (30) business days of the date it contends the employee(s) first became entitled to such payments.

ARTICLE 22 - PERSONAL WORK

1) No Employee shall be required to do the personal work of the Employee's immediate supervisor.

2) 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.

ARTICLE 23 - WORKING CONDITIONS

1) The Employer shall furnish and maintain an Employees' lounge large enough to contain a table, eight (8) chairs, one (1) soft chair, one (1) couch, and one (1) refrigerator.

2) On any day when the temperature plus twenty (20%) percent of the humidity reaches 96 degrees inside the office by 2:00 p.m., the office shall close at 3:00 p.m. Switchboard operators, however, shall remain for the full day, with straight time off at another time when convenient. In the event of breakdown of air conditioners, the above formula will apply.

3) Any time the temperature drops to 65 degrees or below at individual work stations, the Employer shall have two (2) hours in which to bring the temperature above 65 degrees, or the Employee in said area shall be excused for the remainder of that day with full pay, except that on Mondays, the Employer has until 12 o'clock noon to get the temperature

above 65 degrees before an Employee can be excused with full pay.

ARTICLE 24 - BULLETIN BOARDS

The Employer shall provide space for four (4) Bulletin Boards for Union notices; one (1) in the pantry on the seventeenth (17th) floor, one (1) in the pantry on the eighteenth (18th) floor, one (1) in the mailroom, and one (1) in the Union lounge. Union notices shall not be posted on the Employer's premises except on these Bulletin Boards, except that the Union notices may be posted on the inside partitions of an Employee's workstation.

ARTICLE 25 - ATTENDANCE AT UNION MEETINGS

1) Each Employee shall be allowed two (2) hours per month, no more than once each month and no more than six (6) times each contract year, for the purpose of attending Stewards' shop, local or other Union meetings. Shop Stewards and Union local officers will be allowed two (2) hours off once a month for three (3) additional meetings during any contract year. 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.

2) All such meetings shall be scheduled so that the Employee shall not leave the Employee's work station prior to 3:00 p.m. on the day of the meeting.

3) All Employees shall make up time lost due to attendance at any Union meetings by working during eight (8) breaks during those consecutive days prior or subsequent to (at the Employer's option) such Union meeting.

4) Due consideration of the Employer's work requirements shall be taken by the Union, such that no more than one-half (1/2) the work force in any department shall attend the same Union meeting. No less than five (5) work days' written notice shall be given to the Chief People Officer by the Union of the scheduling of a meeting under this paragraph.

ARTICLE 26 - UNION BUSINESS

Employees may conduct Union business on the premises. Union meetings, except as provided in Article 25 above, must be conducted during lunch period for no more than one (1) hour or such meetings may be before or after working hours. Union meetings shall be held in a place mutually agreed upon between the Shop Stewards and the Chief People Officer, which place shall be one which respects the privacy of the Union meeting and at the same time does not interfere with the operations of the ACLU. If the conference room is available, it may be used for Union meetings.

ARTICLE 27 - VISITATION

Authorized Union representatives may visit the Employer's premises at times during the day which shall not unduly interfere with the work of Employees, for the purpose of investigating working conditions or conferring with the Employer or Employees. Prior to commencing their visit, such representatives shall check in with an authorized representative of management.

ARTICLE 28 - BASIC CREW

- 1) The Basic Crew shall be limited to five (5) Employees who shall be those with the most seniority in the classifications the Employer shall require.
- 2) If for reasons beyond the control of the Employer further reductions in staff beyond the Basic Crew are necessary, the Union and Employer shall confer on the matter and, absent agreement, the matter shall be submitted to arbitration.

ARTICLE 29 - NO DISCRIMINATION

The Employer shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, religion, creed, color, national origin, ethnicity, citizenship status, disability, union activities or speech, political belief or affiliation, sexual orientation, gender identity and expression, genetic information, prior arrest

or conviction, or mode of dress which is within the standards generally applied by the ACLU in litigation, legislation, and educational work.

ARTICLE 30 - MOVING AND SUBCONTRACTING

1) In the event the Employer moves from New York City, the Employer agrees to pay all Employees not willing to move with the Employer all accrued benefits (including severance, if any) due the Employees.

2) The Employer shall be permitted to subcontract provided it does not cause the layoff of any regular Employee.

ARTICLE 31 - LIQUIDATION

Should the Employer terminate operations, it shall notify the Union at least sixty (60) days in advance thereof and the Employees shall be retained on their jobs as long as their services are required.

ARTICLE 32 - STRUCK WORK

The Employer will not require any of its Employees to perform any services whatsoever on matters coming from the premises of any affiliate of the Employer in the New York metropolitan area against whom Local 2110 has called a primary strike.

ARTICLE 33 - SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the Employer.

ARTICLE 34 - ADJUSTMENT OF DISPUTES

All controversies or disputes arising out of or related to this Agreement shall be adjusted according to the following procedures:

1) Step One: A grievance shall be presented in writing by a Union

Representative to the Employer's Human Resources ("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 (10) 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 (15) working days of receipt of the written grievance. Either party may request one (1) extension of time to schedule the meeting of up to ten (10) 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 (10) working days of the grievance meeting. A request for an additional five (5) working days to respond shall not be unreasonably denied.

2) 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.

3) The cost of the arbitration shall be shared equally by the parties.

4) Time is of the essence in any arbitration and both parties will exert their best efforts to obtain a speedy decision.

ARTICLE 35 - NO STRIKE-NO LOCKOUT

There shall be no strike, work stoppage, slowdown, or any form of interruption of work, for any reason whatsoever, during the entire term of this Agreement, except if the Employer fails to abide by an Arbitrator's award confirmed by a final decision of court. In the event of an unauthorized strike, stoppage, slowdown, or interruption of work, the Union shall exert every effort to terminate this activity. Compliance by the Union with this provision shall be full compliance with the Union's obligation under this Agreement.

ARTICLE 36 - TEMPORARY EMPLOYEES

1) Temporary employees may be hired by the Employer or engaged through an outside agency for short-term workload needs such as, by way of example only, where an active search is being made for a regular employee, illness relief, vacation relief, jury duty relief, leaves of absence relief, or temporary or unanticipated staffing needs or seasonal needs, or impending deadlines. The Employer shall offer overtime to regular Employees before it shall offer overtime to any existing temporary Employee or before it shall hire a temporary Employee to perform any overtime work. Temporary employees who are scheduled to work for a period of no longer than eighty (80) days and who are so informed at the time of hire, will be excluded from the unit. The said eighty (80) day period may be extended if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.

2) The Employer will pay a temporary employee no less than the minimum rate of a regular employee.

3) If a temporary employee (whether hired by the Employer or engaged through an outside agency) is retained beyond the eighty (80) day period, they shall be offered a regular position in the bargaining unit (in either their current or another position) and covered by this Agreement. Their seniority and probationary period will date from their date of hire as a regular employee.

4) By the close of business on the first day of each month, for the preceding month, the Employer shall provide the Union and the Shop Steward with the name of the temporary Employee hired under this Article, the department or project in which the Employee has been working, the date of hire, and an estimate, if possible, of the length of employment and the purpose of the employment.

ARTICLE 37 - VOLUNTEERS

Volunteers may be allowed to perform work if the result is not to cause the layoff of a regular Employee or prevent recall to employment on a regular basis of a worker on layoff.

ARTICLE 38 - TECHNOLOGICAL CHANGE

In the event of the introduction of automated office equipment, the Employer shall discuss the impact of such change on the unit with the Union. In the event any new job classification(s) covered by this Agreement is created because of this new equipment, notwithstanding Article 5, New Workers, hereof, Employees displaced by such equipment shall, if they possess the aptitude for the job, be offered such new position in order of seniority. Any person offered the position may choose lay-off status but shall have no rights under Article 18, Severance Pay, hereof. Employees who are hired into these new classifications shall receive necessary training on the Employer's time and at the Employer's expense. Such training shall be for an adequate period of time. Paragraphs (1) and (3) of Article 20, Job Slotting/Creation of New Jobs, shall apply to this Article except that the two (2) weeks' notice requirement of Paragraph (1) thereof shall be one (1) month. In the event the person is not able to perform the new job, the person shall be placed on layoff status in the person's original job classification.

ARTICLE 39 - BENEFITS TO PART-TIME EMPLOYEES

1) Regular Employees working a schedule of twenty (20) hours or more per week, shall receive all contract benefits on a pro rata basis except that they shall receive full coverage for Health, Life Insurance, and Pension benefits under Article 17, Insurance and

Pension, hereof.

2) Regular Employees working less than a schedule of twenty (20) hours per week shall receive all benefits on a pro rata basis except they shall not receive any Health, Life Insurance, and Pension coverage hereunder.

ARTICLE 40 - PROMOTIONS TO EXEMPT POSITIONS

In the event that an Employee covered by this Agreement is promoted to an exempt position, said Employee shall no longer be covered by this Agreement but shall retain the right, exercisable within sixty (60) days of assuming the management position, to return to the position in the bargaining unit previously held, without loss of seniority. During said sixty (60) day period, the Employer shall continue payment of all insurance and pension benefits on behalf of such Employee, pursuant to Article 17, Insurance and Pension, of this Agreement. The Employer shall not require resignation from the Union as a condition for such promotion.

ARTICLE 41 - JOB GRADES

There shall exist four job grades. Current positions shall be graded as follows:

Grade IV

Paralegal
Legal Administrative Assistants

Grade III

Senior Bookkeeper
Literature Assistant
Librarian-Archivist
Associate Chief Membership Clerk
Membership Coding Clerk/Cashier
Guardian of Liberty Coordinator

Secretary-Assistant
Administrative Clerk
Receptionist/Administrative Clerk

File Clerk/Secretary-Assistant
Data Entry Operator

Grade II

Assistant Bookkeeper
Whitemail Processor
Mail Verifier
Administrative Assistant

Grade I

Switchboard Receptionist
Data Processing/Membership Shipper
Tracker
Mail Clerk

ARTICLE 42 - JOB DESCRIPTIONS

See Appendix A.

ARTICLE 43 - PROFESSIONAL DEVELOPMENT

The ACLU recognizes the importance of professional development for employees and defines professional development as the process of continuous learning to build and deepen knowledge and skills. Bargaining unit employees shall receive the same amount of professional development funds as non-bargaining unit employees, if any, as determined each year by the ACLU.

ARTICLE 44 - CREDIT UNION

1) Upon written notice from the 65 Family Federal Credit Union, the Employer will deduct all Credit Union payments as provided for in the authorization form set forth below, upon condition that at the time of such notice, the 65 Family Federal Credit Union shall furnish the Employer with a written authorization executed by the worker in the following form:

“I hereby authorize and direct my employer to make deductions from my salary

each pay period and transmit monthly such amount to the 65 Family Federal Credit Union, 400 Lafayette Street, New York, New York 10003 to be credited towards my Credit Union Account. This authorization shall be effective until revoked on thirty (30) days' written notice to the employer.”

2) The Employer agrees that upon individual authorization from members, periodic Credit Union payments shall be deducted by the Employer from the members' pay each pay period and forwarded to the Credit Union within seven (7) days after the last pay period of each month.

3) The Employer will notify the Union promptly of any revocation of such authorization received by it.

ARTICLE 45 - HEALTH & SAFETY

The Employer shall comply with all applicable federal, state, and local laws regarding the health and safety of facilities and equipment. The Union and the Employer shall form an Advisory Committee on Health and Safety to discuss health and safety problems that relate to the bargaining unit. The Committee shall consist of two (2) members of the bargaining unit and two members designated by the Employer. It shall meet no less than four (4) times per year during non-business hours. Attendance at the meeting by the two (2) members of the bargaining unit shall be voluntary. The Committee shall also be available to address specific health and safety problems assigned to it by the Employer's Executive Director.

ARTICLE 46 - VOLUNTARY-COMMUNITY ACTION PROGRAM (V-CAP)

The Employer shall deduct from the wages of any Employee who executes and delivers to the Employer an “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form voluntary contributions to UAW Voluntary-Community Action Program (V-CAP).

Such deductions shall be made in whole dollar amounts (not less than \$1.00 per

paycheck) designated in the “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form.

The Employer shall remit such deductions on a monthly basis to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America (UAW) together with a list of the names of the Employees for whom deductions have been made.

There will be one (1) open enrollment period per year during the month of December, except for new Employees. New Employees will be eligible for enrollment for a period of sixty (60) days after the new Employee’s probationary period ends.

The Union shall indemnify and hold the Employer harmless against all claims, damages, costs, and expenses (including attorneys’ fees) arising out of or in connection with the Employer’s compliance with this Article.

ARTICLE 47 - MANAGEMENT RIGHTS

1) Except as limited by other provisions of this Agreement, all of the authority, rights, and responsibilities of management, including the supervision and control of the Employer’s business and operations, are retained by the Employer.

2) The Employer shall be permitted from time to time to establish such reasonable rules and regulations not inconsistent with the terms of this Agreement as are necessary to conduct its business, to which Employees shall comply.

3) 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.

ARTICLE 48- SAVING CLAUSE

If any term, provision, or condition of this contract is held to be unlawful, illegal, or in violation of law in a final judgment, the parties will confer in an effort to agree upon suitable substitutions therefor, and if they fail to agree upon suitable substitutions therefor, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The Arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event, the essence and spirit of the provisions are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be unlawful or in violation of any existing law, no other portion, provision or Article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal, or in violation of the law.

ARTICLE 49 - NOTICE

Any notice to the Employer shall be given at its place of business (Attn: Chief People Officer) and/or via email to hr@aclu.org. Any notice to the Union shall be given at its headquarters 350 West 31 Street, Suite 401, New York, NY 10001 and/or via email to local2110@2110uaw.org.

ARTICLE 50 - DURATION

This Agreement shall be effective as of April 1, 2023, immediately upon receipt of notification in writing to the Employer from the Union to the effect that the Agreement has been duly ratified, and shall continue in full force and effect until March 31, 2028, and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other, by certified mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

ARTICLE 51 - PERSONNEL FILES

Employees shall have the right to inspect their personnel file, upon one (1) day's advance notice, in writing, to the Chief People Officer.


ARTICLE 51 - LABOR-MANAGEMENT COMMITTEE

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 to 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.

**AMERICAN CIVIL LIBERTIES UNION INC.
AMERICAN CIVIL LIBERTIES UNION
FOUNDATION**

DocuSigned by:
By Terence Dougherty _____
1DDC901BE7144A3...

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

By:  _____
Olga Brudastova, President

APPENDIX A

The following job descriptions are for current Grade III and Grade IV positions:

Senior Bookkeeper

Literature Assistant

Librarian-Archivist

Associate Chief Membership Clerk

Membership Coding Clerk/Cashier

Guardian of Liberty Coordinator

Secretary-Assistant

Administrative Clerk

Receptionist/Administrative Clerk

File Clerk/Administrative Assistant

Data Entry Operator

Paralegal (Grade IV)

Legal Administrative Assistant

(Grade IV)

Senior Bookkeeper

Typical tasks:

Instruct and assign work to Assistant Bookkeeper; write daily and monthly checks for Foundation; total and cross foot the books; make monthly breakdown for entry into general ledger; enter cash receipts into cash receipt books; total and cross foot these books; make monthly breakdown for entry into the general ledger of both ACLU and ACLUF; post to general and subsidiary ledgers and fund accounts for ACLU and ACLUF; make monthly statements for ACLU and ACLUF of income and expenditures and expense statements for each department; usage of automated accounting system; make quarterly and annual payroll tax returns and payment of taxes; make payroll records, W2 forms, distributing them to present and to past employees; prepare payroll for executive and clerical staffs; keep records of savings and fund accounts; maintain records for regional offices and national legislative office and prepare expense statements for them; maintain records for bank. Assists in preparing quarterly financial statements and bank reconciliations.

Literature Assistant - ACLU & ACLU Foundation

Typical tasks:

Pick up and fill mail request for literature; receive telephone orders for literature from large concerns needing bulk orders and bill the same; responsibility for affiliate orders and billing for regular ACLU and promotional material orders; handle bulk mailing for ACLU projects, located at 125 Broad Street; maintain billing records for all orders sent by the department; handle own correspondence; order materials, as needed, from the publishers for regular stock and for special offers as advertised in the Civil Liberties Newsletter; act as affiliate liaison for literature; inform Publication Director of new literature ideas and needs; work with the Publication Director to determine bulk and reduced prices for affiliates and other organizations; supervise volunteers and temporaries in the Literature Department; maintain all literature neatly in the stockroom, supply reception area with all literature stock, maintain clear and accurate monthly inventory reports as well as daily distribution record; distribute copies of all new literature to the national staff. Deal with general public by phone.

Librarian – Archivist

Typical tasks:

Coordinate the maintenance of the ACLU non-legal library including the processing of new books (recommending, ordering, physical preparation, and shelving), the checking in and out of books and periodicals, and the recommendation of subscription changes; coordinate the maintenance of the ACLU archives on the premises including the filing and indexing of the ACLU mimeograph files, outside publications and materials, and important correspondence as designated by the Associate Director; coordinate the answering of routine correspondence concerning requests for ACLU policy positions and provide research assistance, assist staff members in locating information (including familiarizing them with the file system); assist outside researchers; provide direction to all volunteers and other clerical workers.

Associate Chief Membership Clerk

Typical tasks:

Open mail and make deposits for the ACLU and ACLU Foundation (including the collection of foreign funds); list categories of income and compile monthly income statement with Controller or bookkeeping department (including membership income, literature sales, Foundation projects and unshared income on Foundation contributions); maintain N.G. checks and anonymous contributions; prepare and distribute all batches to the membership coding clerks; prepare and maintain affiliate income report to the ACLU and ACLUF into batches and refer affiliate inquiries to the appropriate person; control inventory of in-house departmental supplies related to the Membership Department; train and instruct new, temporary and current employees (coding clerks) in cashiering procedures.

Membership Coding Clerk/Cashier

Typical tasks:

Prepare financial and non-financial batches for data-entry processing from the ACLU and the ACLUF including recruitment, renewal, special appeals, new member mailings, benefits or special events; upon the request of Chief Membership Clerk prepare other batches -- open envelopes, prepare and make deposits, code forms, run tallies; assign account numbers and refer special documents to the appropriate person.

Guardian of Liberty Coordinator

Typical tasks:

Type and handle correspondence to the members of the Guardian of Liberty Program; draft letters, form letters, proofread articles; handle monthly billing and other mailings for the Guardian of Liberty Program; maintain individual billing statements and issue monthly reports; make deposits, code batches, correct membership in the same manner as the Membership Cashier; log, track and keep statistical figures to evaluate the program; be responsible for all Guardian of Liberty inventory and supplies; coordinate each monthly mailing; xerox letters/statements and stuff envelopes; meet weekly and/or monthly deadlines; train temporaries to code, post or process the special Guardian of Liberty batches.

Legal Administrative Assistant

Typical tasks:

- Handle general administrative duties including processing invoices, tracking expenses and case costs, preparing expense reports, ordering supplies, etc.
- Handle travel arrangements and calendar for Director and other staff.
- Maintain database of all Project expenses, including travel and case costs.
- Maintain and organize electronic and hard copy filing systems, including case files, attorney correspondence files, litigation docket summary.
- Draft correspondence and other materials as requested; respond to written and verbal inquiries, as directed by Director and/or other staff.
- Schedule and arrange meetings and conference calls and prepare materials for same; take minutes.
- Type, prepare, proofread legal and other documents.
- Provide administrative support for the managers' review of applications for intern and project staff positions.
- Work jointly with interns and communicate routine and/or procedural guidance on projects assigned by managers.
- Perform job-related special projects and other duties as assigned by the Director and project staff.

Note: The above "typical tasks" do not reflect the full scope of work that Legal Administrative Assistants may be assigned. The work of Legal Administrative Assistants can vary depending on their Center, Program or Project and as deemed necessary to meet the ongoing needs of the Center, Program or Project.

Current Titles Covered

To Legal Director, Legal Department
To Associate Legal Director, Legal Department and Karpatkin Fellow
To Associate Legal Director, Legal Department
To Staff Counsel, Legal Department and Senior Fellow
To Director, Immigration Rights Project and Staff Counsel
To Director, Reproductive Freedom Project
To Staff Counsel & Fellow, Reproductive Freedom Project
To State Policy Coordinator, Reproductive Freedom Project
To Staff Counsel and Fellow, Reproductive Freedom Project
To Director, Women's Rights Project
To two Staff Counsels, Women's Rights Project
To Director & Staff Counsel, Children's Rights Project
To Associate Director & Staff Counsel, Children's Rights Project
To Director & Staff Counsel, Lesbian and Gay Rights Project (LGRP)

To Staff Counsel, LGRP
To Director of Arts Censorship
To Director of the Technology Program

Secretary-Assistant Grade III

Typical tasks:

General secretarial duties; receive, sort and route correspondence; retrieve information to respond to incoming mail; type - may include statistical material and/or camera ready work - use dictation equipment, word processor, xerox machines, may use fax machine; answer telephone inquiries, take messages, transfer calls to appropriate department and make referrals; schedule appointments, arrange meetings and conferences, maintain files. May take minutes; assist in the planning and maintenance of special products at supervisor's discretion or be assigned projects at supervisor's discretion.

May prepare draft replies; work independently, maintain records. Coordinate with appropriate staff in compiling lists. Compose and prepare letters based on research. Relieve at switchboard.* May supervise typists.

Current Titles Covered

- To Director, Membership Department
- To Membership Services Manager, Membership Department
- To Assistant Executive Director and Assistant, Executive Department
- To Director, Public Education
- To Director and Research Associate, Development Department
- To Director, Planned Giving and Director, Major Gifts, Development Department
- To Director, Foundation Relations & Special Gifts Administrator, Development Department
- To Director of Finance and Office Administrator*
- To Public Information Office & Writer, Communications Department
- To Outreach Director and Director of Publications, Communications Department
- To the Campaign Against Racial Profiling Staff
- To the Affiliate Support Department

Administrative Clerk

Typical tasks:

Assisting departments with cataloguing and shipping archive materials; assisting in mailroom; assisting departments with information packet assemblage; assisting with large photocopying projects; assisting departments with large fax projects; order and keep inventory of xerox paper; make emergency pick-ups and deliveries for departments; coordination of transactions with photocopy and fax vendors, and keeping photocopiers and fax machines supplied with paper and ink; shipping materials prepared by the Data Processing Department to affiliates; prepare materials for off-site storage and maintain regular inventory of stored materials; perform duties for administration department as assigned.

Receptionist/Administrative Clerk

Under the supervision of the Office Administrator.

Typical tasks:

Greet visitors, route calls to appropriate project/department, affiliate or organization; take messages as needed, and from staff calling in sick; screen and route in-take calls; sort and route U.S. mail; maintain conference room schedules; coordinate telephone repairs; assist in coordinating fax and xerox repair; update miscellaneous lists (such as the extension list and home address list, etc.); update intern/volunteer list and report changes to the office administrator; acknowledge receipt of resumes; assist with routine Pension correspondence; assist with large fax transmissions; assist departments/projects with information packet assembly; post information to ACLU website; and other duties for administration as assigned.

File Clerk/Administrative Assistant (III)

Typical tasks:

Maintain and upkeep donor files; assist in the preparation of correspondence; word processing; answering telephones; take messages; direct calls; maintain department's stock of supplies; assist in the preparation of various departmental mailings; copy and fax; receive, sort and evaluate correspondence; and other general functions as assigned.

Data Entry Operator

Typical tasks:

Key and verify data at required speed and accuracy; edit, change, add, list and correct all aspects of the ACLU's membership system (depending upon clearance by supervisor); maintain daily log and file completed work daily in the proper storage area; assist supervisors in familiarizing new and/or temporary operators with all appropriate ACLU data entry procedures; bring to the attention of the Data Processing Director all problems in handling source data programs or procedures for various ACLU or ACLUF transactions.

Paralegal

Typical tasks:

- Respond to requests for legal assistance and ensure timely responses to inquiries; utilize and maintain the intake database.
- Cite check, format, produce, and serve litigation documents such as briefs, motions, declarations, deposition summaries, discovery requests and responses, and correspondence.
- Cite check and format materials including affidavits, Freedom of Information Act requests, reports, letters, and other documents.
- Manage, organize, and prepare exhibits, evidence, correspondence, and other documents for depositions, trials, and other litigation proceedings.
- Develop, update, and maintain the Project's website and other public information outlets, as needed.
- Provide litigation support to attorneys, including with client and witness interviews, as needed
- Conduct research for use in litigation documents and policy presentations; collaborate with other staff in preparing background memoranda and policy presentations on selected litigation and policy issues.
- Maintain case files, attorney correspondence files, databases, litigation docket and calendar, and timekeeping system.
- Act as liaison between Staff Attorneys and Legal Administrative Assistants to disseminate work assigned by attorneys and provide routine and/or procedural guidance regarding work assignments.
- Provide administrative support for the managers' review of applications for intern and project staff positions.
- Work jointly with interns and communicate routine and/or procedural guidance on projects assigned by managers.
- Perform job-related special projects and other duties as assigned by the Director and project staff.

Note: The above "typical tasks" do not reflect the full scope of work that Paralegals may be assigned. The work of Paralegals can vary depending on their Center, Program or Project and as deemed necessary to meet the ongoing needs of the Center, Program or Project.

The following job descriptions are for current Grade II positions:

Assistant Bookkeeper

Whitemail Processor Mail

Verifier Administrative

Assistant

Assistant Bookkeeper

Typical tasks:

Check daily deposit sheets; distribute checks; assist in keeping journal and ledgers for both ACLU and ACLUF, cross footing, posting and preparation of periodic reports; general bookkeeping assistance; handle cash disbursements; journal the paying of bills and affiliate shares; check off and forward monthly Union dues; usage of automated accounting system; prepare local and out of town payroll information for computer; file and type; reconcile ACLU and ACLUF bank accounts; handle Child Care Plan records -- making deductions and issuing checks. Must possess working knowledge of the tasks performed by the Senior Bookkeeper in order to perform them in Senior Bookkeeper's absence.

Whitemail Processor

Typical tasks:

Research and correct manually or electronically duplication of accounts and identify matches from new member promotional mailings; data entry and verification as outlined in data entry operator description.

Mail Verifier

Typical tasks:

Determine the accuracy of data entry; assure that corrections are made upon instructions by supervisor; enter data as outlined in data entry operator description.

Administrative Assistant

Typical tasks:

General secretarial duties; receive, sort and evaluate correspondence; retrieve information to respond to incoming mail; type, may type statistical information; may use dictation equipment, word processor, xerox machines; maintain stock in own area; answer telephone inquiries, take messages, transfer calls to appropriate department and make telephone referrals; schedule appointments, arrange meetings and conferences; maintain files; handle general office functions.

The following job descriptions are for current Grade I positions:

Switchboard Receptionist

Data Processing/Membership Shipper Tracker

Mail Clerk

Switchboard Receptionist

Typical tasks:

Answer switchboard and route all calls to proper department; take messages for office; screen calls for general information and refer to other agencies or affiliates; responsible for sorting mail and routing to proper persons and departments; screen walk-ins; sell literature to walk-ins and keep record of first class postage mail; buy and sell first class stamps. Under supervision of Personnel Director.

Data Processing/Membership Shipper

Typical tasks:

Ship all membership and data entry materials to affiliates, vendors, members and other related destinations; lift and move heavy boxes or materials; keep track of shipping supplies as well as forms inventory. Responsible for basement supplies and moving inventory to and from 4th floor to basement. Meet deadlines. Must have packing and shipping skills. Assist Sustainer Coordinator and Tracker during emergencies and peak periods -- including xeroxing, stuffing envelopes, opening and sorting mail, tracking ACLU mail returns, making bank deposits when necessary.

Tracker

Typical tasks:

Responsible for "tracking" all current ACLU mailings -- including prospect, special appeal, renewal or special affiliate mailings; process these results into a weekly tabulation to send to consultants; in the event there is no work, help other membership personnel as assigned by Membership Director or designee. Also do shipping when the need arises. Work with cashiering system to correctly perform tracking functions. Must be able to work with adding machine.

Mail Clerk

Typical tasks:

Prepare outgoing letters, packages, etc., for mailing; address bulk mailing using computerized printout, determine postage requirements; record postage debits and determine department to be billed; operate and maintain postage meter, mimeograph, folding/inserting, collating and xeroxing machines; operate scales; make copies of one hundred or more on Xerox machines; clear jams on machines and inform Xerox when a problem arises; assist secretaries with xeroxing whenever instructed by Office Administrator or designee; inform the proper person when bulk paper stock is low; receive and store bulk paper stock for mailroom use; make deliveries or pickups in emergencies, when need cannot be met by an outside messenger service. Prepare and submit monthly report to bookkeeping supervisor. Under supervision of Office Administrator.

APPENDIX B: SIDELETTER AGREEMENT

As of 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 17(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,

Terence Dougherty
Deputy Executive Director
& General Counsel

ACCEPTED AND AGREED:
