

**Memorandum of Agreement
by and between
AMERICAN CIVIL LIBERTIES UNION,
INC.
and
LOCAL 2110, UAW, AFL-CIO**

June 16, 2023

IT IS HEREBY AGREED, by and between the AMERICAN CIVIL LIBERTIES UNION, INC. and AMERICAN CIVIL LIBERTIES UNION FOUNDATION (“ACLU”) and LOCAL 2110, UAW, AFL-CIO (“Union”) that the collective bargaining agreement with a term of April, 1, 2018 through March 31, 2023 is extended through and including March 31, 2028 except as modified below:

1. Article 6 - Hours and Overtime

Add the following to paragraph 3: “The ACLU will not discourage bona fide requests for overtime authorization.”

2. Article 7 – Minimum Salaries

(a) Increase minimum weekly hiring rates as follows:

	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

- (b) Retain and update existing COLA provision.
- (c) Move Legal Administrative Assistants to Grade IV.

3. **Article 8 – Salaries**

(a) All employees employed as of the date of this Agreement to receive salary increases as follows:

Effective April 1, 2023 – 5.0% (inclusive of 3.0% increase previously implemented).

Effective April 1, 2024 – 3.0%.

Effective April 1, 2025 – 3.5%.

Effective April 1, 2026 – 4.0%

Effective April 1, 2027 – 4.0%

- (b) Retain and update existing COLA provision.

4. **Article 9 – Holidays.** Add Juneteenth as a new holiday and make Christmas Eve and Christmas Day floating holidays.

5. **Article 10 – Vacation.**

(a) Increase vacation accrual to 22 days for all employees and eliminate the provision for 25 days for employees with over 10 years of service. Employees currently receiving 25 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.

- (b) Increase carry over of unused vacation to 15 days.

(c) 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.

6. **Article 11 – Sick Days.** 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.

7. **Article 13 – Other Leaves.** Revise by increasing paid family and medical leave from 12 to 16 weeks and adding “loved ones” to bereavement leave.

8. **Article 16 – Insurance and Retirement Benefits.** Revise to provide that new employees shall become eligible for health insurance benefits as of the first of the month following date of hire.

9. **Article 20 – Work Out of Job Classification**

Revise paragraph 3 to provide as follows:

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.

10. **Article 18 – Termination of Employment**

Revise section 5 to provide as follows:

All dismissals and suspensions shall be subject to the grievance procedure as provided in Article 33 hereof. Other disciplinary actions shall be subject to Step 1 of the grievance procedure provided in Article 33 hereof.

11. **Article 28 – No Discrimination.** Revise by adding “ethnicity” and “disability” and changing “sexual preference” to “sexual orientation.”

12. **Article 35 – Temporary Employees.** Replace Article 35 with new language, as follows:

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.

13. **Article 42 Education Fund.** Revise to provide as follows:

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.

14. **Article 48 – Notice.** Revise to provide as follows:

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.

15. **New Provision – Longevity Payments**

Add the following new provision:

(a) 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.

(b) 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 \$2500 only).

In the fiscal year, if any, in which the ACLU adopts a program of additional payments based on longevity pursuant to paragraph (a), 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.

16. **Article 49 – Duration**


Revise to provide as follows:

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.

LOCAL 2110, UAW, AFL-CIO

AMERICAN CIVIL LIBERTIES UNION,
INC. and AMERICAN CIVIL LIBERTIES
FOUNDATION

By:  _____

By:  _____

Date: June 21, 2023

Date: 6/23/2023 | 9:44 AM EDT