

**Collective Bargaining Agreement**

**Between**

**The American Civil Liberties Union of North Carolina, Inc.,**

**The American Civil Liberties Legal Foundation, Inc.,**

**AND**

**The Washington-Baltimore News WBNG, TNG, CWA Local 32035**

**August 1, 2022 - July 31, 2025**

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## PREAMBLE

This Agreement is made effective this 1<sup>st</sup> day of August, 2022, between the American Civil Liberties Union of North Carolina, Inc. (ACLU-NC), the American Civil Liberties Legal Foundation, Inc. (ACLU-LF) (collectively ACLU-NC/LF) and the Washington-Baltimore News WBNG, TNG, CWA Local 32035 (WBNG) for itself and on behalf of the employees identified in DEFINITION OF BARGAINING UNIT.

## MUTUAL ACKNOWLEDGMENT OF PRINCIPLES

The ACLU-NC/LF and WBNG acknowledge the need to promote civil liberties, civil rights and equity, including fighting for a world where equal work receives equal value for women, gender non-conforming individuals, people of color and others. The ACLU-NC/LF and WBNG consider this Collective Bargaining Agreement to be part of the process of promoting these goals within the ACLU-NC/LF.

## DEFINITIONS

### Definition of Bargaining Unit

Bargaining Unit means the group of ACLU-NC/LF employees recognized for representation by the WBNG in the July 16, 2020 Voluntary Recognition Agreement executed between the ACLU-NC/LF and the WBNG: The Bargaining Unit shall consist of all full-time and part-time employees, including Staff Attorney, Senior Staff Attorney, Policy Counsel, Senior Policy Counsel, Campaign Strategist, Operations Manager, Major Gifts Officer, Legal Fellow, Policy Analyst, Staff Writer, Communications Strategist, Field Manager, Senior Field Organizer, Paralegal, Development Associate, Digital Organizer, Field Organizer, Organizer, Executive Assistant of Programs, and excluding only supervisors, managerial employees, confidential employees and guards as defined in the National Labor Relations Act. Such exclusion includes the current positions of Executive Director, Chief Financial Officer, Chief Development Officer, Director of Policy and Advocacy, Legal Director, Director of Communications, Senior HR Manager for People & Culture, Deputy Legal Director, Deputy Director for Engagement & Mobilization, and Assistant to the Executive Director and Board Administrator. The Bargaining Unit shall also include any newly created positions so long as they are not supervisory, managerial, confidential and/or guard positions as defined under the National Labor Relations Act.

## ARTICLE 1: UNION RECOGNITION AND BARGAINING UNIT ISSUES

Section 1: Recognition. The American Civil Liberties Union of North Carolina and the American Civil Liberties Union of North Carolina Foundation, collectively referred to as the "Employer" or "ACLU-NC/LF", recognize the WBNG as the sole and exclusive bargaining representative of the unit of its employees described in the Definition of Bargaining Unit.

Section 2: Application of Agreement to Non-Regular Full-Time Employees. Interns, Work-Study Students, Consultants, and Contractors are excluded from the Bargaining Unit. Fellows and Temporary Employees shall be part of the Bargaining Unit and subject to the terms of the Agreement, except that, notwithstanding any other provision of the Agreement, their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.

- a. Interns and Work-Study Students: Interns and Work-Study Students are persons who perform some work for the ACLU-NC/LF, but whose primary purpose for being with the ACLU-NC/LF is for educational and training purposes. Internships and Work-Study assignments will last no longer than nine (9) months.
- b. Consultants and Contractors: Consultants are paid independent contractors who are retained for their expertise on a topic or in an area that is not within the primary purview of an ACLU-NC/LF employee. Contractors are workers retained through a temporary staffing agency or are persons or entities independently contracted with to meet an immediate temporary need.
- c. Fellows. Fellows are employees who are hired for a term of employment of limited duration, contingent on time-limited funding sources external to the ACLU-NC/LF which are directed to fund, in whole or in part, that employee's salary.
- d. Temporary Employees. Temporary Employees are employees hired by the ACLU-NC/LF for a term of employment of limited duration that is not contingent on an external source of funding.

Section 3: Consultants and Contractors. The Employer may not retain Consultants or Contractors to perform Bargaining Unit work without first notifying the WBNG. Bargaining Unit work is defined as work historically and/or currently performed by members of the Bargaining Unit.

Section 4: Probationary Employees. A new employee shall have all the rights and benefits under this Agreement from the employee's date of hire, except as expressly limited elsewhere in this Agreement.

Section 5: Elimination of Vacant Bargaining Unit Positions. The Employer shall notify the WBNG in writing within thirty (30) days of a decision to eliminate or not fill a vacant Bargaining Unit position. Upon request by the WBNG, the Employer shall indicate the reasons for such decision and discuss such decision with the WBNG. The Employer shall bargain concerning the effects of any such decision on the Bargaining Unit.

Section 6: Addition of Non-Bargaining Unit Positions. ACLU-NC/LF shall notify WBNG of the creation of new positions or the alteration of existing positions that the ACLU-NC/LF determines will be excluded from the Bargaining Unit because they are supervisory, managerial, confidential, and/or guard positions as defined under the National Labor Relations Act. This notice shall be provided at least seven (7) calendar days before attempts to fill the position are initiated. With respect to alteration of existing positions, this notice shall be provided at least thirty (30) calendar days before the position is altered.

Section 7: Expansion of Job Role and Responsibility. If the Employer seeks to expand the role and responsibility of a Bargaining Unit position for more than thirty (30) calendar days during the term of this Agreement (whether the expansion is expected to be temporary or permanent) and the position will remain in the Bargaining Unit, the Employer will notify the WBNG and provide a copy of a proposed job title and job description two (2) weeks before the position is expanded or as soon as practicable if the expansion of the role is due to unforeseen circumstances. If an Employee believes the role and responsibility of their position has been expanded and is likely to remain expanded for more than thirty (30) calendar days, the Employee or the WBNG may request a review of the role, appropriate compensation, and expanded job description from the Employer. If the Employee, WBNG and the

Employer are unable to reach agreement on the matter, it may be referred to the Grievance and Arbitration process. If the expansion will take the position out of the Bargaining Unit, then notice shall be provided at least thirty (30) calendar days before the position is expanded.

## **ARTICLE 2: UNION SECURITY AND UNION BUSINESS**

Section 1: Membership. All employees covered by this Agreement who are members of WBNG in good standing on the effective date of this Agreement may remain members in good standing, and those who are not members on the effective date of this Agreement may become and remain members in good standing in WBNG. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. WBNG agrees that it will admit to and retain in membership any such employee, subject to the provisions of the Constitution of The News WBNG-Communications Workers of America (CWA) and the by-laws of WBNG.

Section 2: Payroll Deductions. ACLU-NC/LF agrees to process payroll deductions for WBNG dues and voluntary contributions by Bargaining Unit employees to the political action fund known as CWA Committee on Political Education (COPE) so long as the following conditions are met: 1) Deductions shall be made only in accordance with the provisions of and in the amounts designated by the employee in a signed authorization that complies with applicable federal and state laws and includes the specific amount of the dues and the voluntary contribution; 2) Deductions shall commence with the next pay period following the ACLU-NC/LF's receipt of such signed authorization; and 3) Deductions shall continue in every pay period thereafter until such authorization is revoked by the employee in writing. WBNG shall provide ACLU-NC/LF the remittance information needed for ACLU-NC/LF to make timely remittance of WBNG dues and voluntary contributions by Bargaining Unit employees to COPE. ACLU-NC/LF will remit such dues and contributions no less often that once per month and such remittance will be made within two (2) weeks of the last day of each month. WBNG agrees to indemnify and hold ACLU-NC/LF and its agents harmless against all claims made by employees for actions taken by ACLU-NC/LF at the request or direction of the WBNG or Bargaining Unit Employees under this provision by payment of fees and costs of the defense and all damages assessed.

Section 3: Access to Facilities. In accordance with applicable policies of ACLU-NC/LF regarding facilities and visitors, a representative of the WBNG shall have access to the facilities of ACLU-NC/LF and Bargaining Unit Employees during working hours to: 1) investigate disputes of possible or pending grievances; 2) settle disputes; or (3) address other matters relating to contract administration between the parties. If the WBNG representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the WBNG representative shall provide the Executive Director or their designee no less than one full work days' advance notice of the planned visit.

Section 4: Investigations. One Bargaining Unit Employee designated by the WBNG shall be permitted to investigate a grievance on work time, provided the designated Bargaining Unit Employee has received approval from the Executive Director. A designated Bargaining Unit Employee also shall be permitted to use work time in order to be present with and to represent a Bargaining Unit Employee during disciplinary and/or investigatory interviews conducted by the Employer

Section 5: Grievances. One Bargaining Unit Employee designated by the WBNG shall be permitted to use work time to attend any grievance hearing, arbitration, labor-management, and other meetings relating to contract administration between the parties that are scheduled during regular working hours, so long as it does not unduly disrupt the work of the ACLU-NC/LF or the designated Bargaining Unit Employee's ability to meet a deadline or professionally serve a clients.

Section 6: Orientation. One Bargaining Unit Employee designated by the WBNG shall be permitted to use work time of no more than one (1) hour to provide new Bargaining Unit Employees with union orientation, so long as it does not unduly disrupt the work of the ACLU-NC/LF or the designated Bargaining Unit Employee's ability to meet a deadline or professionally serve a client.

Section 7: Use of Premises. The WBNG shall be permitted to have reasonable use of the Employer's premises for the following purposes:

- a. Email: The WBNG may use the Employer's email server to communicate with WBNG members for WBNG business.
- b. Bulletin Board: The Employer shall designate bulletin board space in the break room in the ACLU-NC/LF main facility for the WBNG's exclusive use of providing nonpartisan information to its members. Postings must be authorized by the WBNG or designated WBNG representative. The WBNG's Bulletin Boards will be clearly marked as WBNG property and will not display information of the ACLU-NC/LF. Management may notify the WBNG of any materials that it considers defamatory or otherwise could create liability for the organization.

Section 8: Meetings. Up to four (4) Bargaining Unit Employees designated by the WBNG shall be entitled to be excused for up to three (3) work days per calendar year without pay to attend statewide, regional, or national meetings, trainings, conferences or other opportunities sponsored by WBNG or affiliates or related organizations. No more than one (1) Bargaining Unit Employee from any single department may be on leave under this section at a time. In order to use leave under this section, the WBNG or designated Bargaining Unit Employees must submit a request to the employee's supervisor and the Executive Director at least one (1) week prior to the intended absence and such request shall not be unreasonably denied.

### **ARTICLE 3: NON-DISCRIMINATION AND NON-RETALIATION**

Section 1: Non-Discrimination. Both the ACLU-NC/LF and WBNG are committed to building a workplace free from unjust discrimination and harassment. Neither the ACLU-NC/LF nor WBNG, including bargaining unit members, shall harass or discriminate against any employee because of such employee's race, color, ethnicity, ancestry, national origin, citizenship, creed, religion, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, reproductive status, age, mental or physical disability, medical condition, genetic information, military or veteran status, or other legally protected status, or because of such employee's membership in, or activities on behalf of, WBNG. This does not preclude ACLU-NC/LF or WBNG from offering opportunities to employees based on their personal characteristics in a way that has the effect of furthering diversity, equity and inclusion for historically marginalized groups.

Section 2: Equitable Employment Opportunity. The ACLU-NC/LF is committed to providing equal opportunity in all aspects of employment, administering all personnel policies and procedures in a non-discriminatory manner, and complying with all applicable federal, state and local laws prohibiting discrimination or requiring equal opportunity. The ACLU-NC/LF is further committed to affirmatively recruiting and retaining a diverse staff. As such, years of relevant lived experience shall be considered as a substitute, where applicable, for education attainment among an applicants' qualifications in selection for employment and advancement opportunities.

Section 3: Reasonable Accommodation. The ACLU-NC/LF and WBNG are committed to providing reasonable accommodations for qualified applicants and employees with disabilities.

Section 4: Retaliation Prevention. Neither WBNG, including bargaining unit members, nor the ACLU-NC/LF, including its Board, managers, or other agents or representatives, shall retaliate against an employee who participates in a workplace investigation or who in good faith files a grievance or otherwise complains or raises concerns about discrimination, harassment, management practices, conditions of their employment, or implementation of this Agreement. This provision expressly includes, but is not limited to ethical concerns raised by employees and actions that could fairly be characterized as whistleblowing.

Section 5: Voluntary Disclosure. For the purpose of evaluating the success of these commitments, the ACLU-NC/LF may periodically invite employees and job applicants to voluntarily provide information about their gender, race, ethnicity, and other personal characteristics in a manner that does not identify individual respondents or violate applicable law.

Section 6: Policy Prohibiting Discrimination, Harassment and Retaliation. The ACLU-NC/LF shall maintain policies prohibiting discrimination, harassment and retaliation which include procedures for reporting discrimination, harassment and retaliation. Nothing in the policies maintained by the ACLU-NC/LF shall be interpreted to provide a lower standard with regard to prohibition of discrimination, harassment and retaliation than provided in this Agreement.

#### **ARTICLE 4: DUTY OF CONFIDENTIALITY**

Employees may be provided access to Confidential Information in the scope and course of their employment. Confidential information includes, but is not limited to: information and strategies related to development, communications, budget, finances, and personnel; the identity of former, current and prospective members and contributors and ACLU-NC/LF's communications and relationships with them; and non-public information regarding ACLU-NC/LF's legal docket and requests for legal assistance, including the identity of people who contact ACLU-NC/LF and the nature of their requests. The WBNG, employees, and the ACLU-NC/LF recognize their responsibility to safeguard Confidential Information and will exercise their best professional judgment and due diligence in preventing its improper disclosure. Employees will comply with applicable laws, regulations, codes of conduct, and ACLU-NC/LF's policies regarding confidentiality obligations with respect to particular information they access in the course and scope of their employment.

#### **ARTICLE 5: HEALTH, SAFETY, AND SECURITY**

Section 1: ACLU-NC/LF Premises. The ACLU-NC/LF shall provide a work environment at its premises that complies with all local, state and federal laws, regulations, ordinances and orders relating to workplace health, safety, and security. The ACLU-NC/LF will work together in good faith with employees to provide a work environment at its premises that exceeds compliance with legal requirements regarding health, safety, and security. There shall be no penalty for an employee refusing an assignment at ACLU-NC/LF

premises that could reasonably be considered not to meet standards set forth by the local, state and federal laws, regulations, ordinances and orders relating to workplace health, safety, and security or that could reasonably be considered not to meet a workplace health, safety, and security standard agreed to between the Employer and the WBNG. Employees must adhere to ACLU-NC/LF health, safety, and security practices and protocols and report unsafe or hazardous conditions and all work-related injuries or illnesses to a member of the senior leadership team as soon as safe and practical to do so. The Employer and WBNG agree that, in addition to any other legal requirement, in order to be considered healthy, safe and secure, ACLU-NC/LF premises where employees work must have functioning heat, air conditioning, indoor toilets, hot and cold water, and locks on exterior doors; and be free from pest infestation.

Section 2: Remote Work Locations. Where an employee works remotely at a location of their choosing, such as a home office, the ACLU-NC/LF will not be responsible for the health, safety, and security of such locations.

Section 3: Off-Site Assignments and Event Locations. Employees may exercise their good faith professional judgment in assessing the health, safety and security of off-site assignment and event locations. An employee who reasonably concludes that an off-site assignment or event location poses a risk to their health, safety or security may decline the assignment or remove themselves from the location without ACLU-NC/LF imposing any penalty on the employee. In addition, employees may request such equipment as required to make an assignment safer and such requests shall not be unreasonably denied. Such an employee should communicate with their supervisor or a member of the senior leadership team regarding the situation as soon as safe and practical to do so.

## **ARTICLE 6: TEMPORARY EMPLOYEES AND FELLOWS**

Section 1: Limits on Employment of Temporary Employees, Fellows, Consultants, and Contractors. The Employer agrees not to hire Temporary Employees, Fellows, Consultants, or Contractors in such numbers or manner as will undermine the Agreement. Except as expressly provided in this Article, Temporary Employees, Fellows, Consultants, and Contractors shall not make up more than 20% of any department (calculated using full-time equivalency). However, departments of four (4) employees or fewer are allowed to have one (1) (or multiple that equate to one (1) full-time equivalent) Temporary Employee, Fellow, Consultant, or Contractor at a time. ACLU-NC/LF may have up to two (2) Temporary Employees, Fellows, Consultants, or Contractors (or a combination of such that totals two (2)), who are working as lobbyists during the sessions of the North Carolina General Assembly and these lobbyists will not count toward any other limits on the number of Temporary Employees, Fellows, Consultants, or Contractors or be subject to any other limitations contained in this Article. ACLU-NC/LF may use Temporary Employees, Consultants, or Contractors (or a combination of such), to handle matters that have historically and routinely been outsourced or contracted without those persons counting toward any limits on the number of Temporary Employees, Fellows, Consultants, or Contractors or being subject to any other limits in this Article. Those matters that historically and routinely have been outsourced are the following: accounting, bookkeeping, payroll, human resources, benefits, equipment, grounds, and building maintenance/repair, information technology, cleaning and janitorial services, cell phone services, planning and meeting facilitators, and skill/development trainers and coaches.

Section 2: Circumstances for Hiring Temporary Employees. The Employer may hire Temporary Employees for a period not to exceed twelve (12) consecutive months under the following circumstances:



- a. To replace a regular full-time or part-time employee on leave or to fill a vacancy while Employer searches for and hires a replacement;
- b. To work on a special project or campaign;
- c. To fill a position funded by a specific grant;
- d. To work on a pilot program/project; and/or
- e. To respond to an immediate need that is not expected to last beyond twelve (12) months.

Section 3: Fellows. Fellows may be hired for up to twenty-four (24) consecutive months.

Section 4: Rights. Temporary Employees and Fellows shall have all the rights and privileges afforded employees under this Agreement, except as otherwise specified in this Agreement.

- a. Upon the expiration of the specified period of employment of a Temporary Employee or Fellow, including extensions of the specified period of employment, a Temporary Employee or Fellow may be terminated without the necessity of just cause and said termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.
- b. Any employee who is originally employed as a Temporary Employee or Fellow and who subsequently becomes a Regular Full-Time Employee or Regular Part-Time Employee shall receive service credit for their time spent as a Temporary Employee or Fellow.
- c. If a Temporary Employee or Fellow is subsequently hired into a position with similar job responsibilities and duties to their temporary assignment or fellowship, the Employee's time of service as a Temporary Employee or Fellow shall be considered part of the probationary period.

Section 5: Extension of Assignment. The Employer may extend a Temporary Employee's or a Fellow's period of assignment as long as the extension does not make the total length of assignment exceed the time frames specified above. The Employer and the WBNG may agree to extend the period of assignment beyond the time frames specified above. While notice of extension may be provided orally to the employee, written notice must be provided: (1) at least six weeks before the end of an employment term of eight months or longer; (2) at least four weeks before the end of a term of more than two but less than eight months; and (3) at least two weeks before the end of a term of two months or less. If such notice was not practicable, the Employer will notify the WBNG before providing notice to the employee of the opportunity to extend the period of assignment. Such notice to the WBNG shall state the reason that notice within the time periods set forth in this section was not practicable.

Section 6: Consultants and Contractors. Consultants and Contractors may be retained for up to twelve (12) consecutive months (1) to provide a specialized service not provided by bargaining unit employees or (2) for one of the reasons that Temporary Employees may be retained. If retained for one of the reasons that Temporary Employees may be retained, then the following apply:

- a. A reasonable attempt has been made to hire a Temporary Employee and such attempt has failed;
- b. The reason for retaining the Consultant or Contractor is so immediate that it would materially affect the ACLU-NC/LF's ability to function or provide services to first attempt to hire a Temporary Employee. In such situations, the ACLU-NC/LF shall notify the WBNG before retaining the Consultant or Contractor; or
- c. The Employer and the WBNG mutually agree.

## **ARTICLE 7: PROBATIONARY PERIOD**

Section 1: Length of Probationary Period. New employees shall serve a Probationary Period of three (3) months from the date of hire. An employee's date of hire shall be the employee's first day of work. If an Employee does not work for ten (10) or more work days consecutively during the Probationary Period, the Probationary Period shall be extended by the amount of time the employee was absent from work.

Section 2: Rights during Probationary Period. During the Probationary Period, the employee shall have all the rights and benefits under this Agreement, except with regard to termination. During the Probationary Period, the employee's employment is at will and such Probationary Employees may be terminated at any time for any reason at the Employer's discretion without recourse to the Grievance and Arbitration provisions of this Agreement.

Section 3: Extension of Probationary Period. Upon mutual agreement with the WBNG, the Employer may extend the probationary period up to an additional three (3) months due to unsatisfactory job performance, without recourse to the Grievance and Arbitration provisions of this Agreement. For Temporary Employees, the Employer may extend the probationary period up to an additional three (3) months due to unsatisfactory job performance, or upon mutual agreement with the WBNG, without recourse to the Grievance and Arbitration provisions of this Agreement. The Employer will notify the employee and the WBNG in writing no later than ten (10) weeks after the employee's date of hire if the Employer intends to extend the Probationary Period and the length by which the Probationary Period is to be extended.

Section 4: Completion of Probationary Period. A Probationary Period will be deemed satisfactorily completed unless the employee's services have been terminated before the end of the Probationary Period, or any extension thereof. A Bargaining Unit Employee who satisfactorily completes the Probationary Period will automatically become fully subject to this Agreement.

Section 5: Probationary Period for Director or Supervisory Roles. At least four (4) weeks prior to the end of any Probationary Period for any new hire in a director or supervisory role, the Employer will solicit feedback from the WBNG regarding that person's work performance prior to making a decision about whether the Probationary Period has been satisfactorily completed.

## ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1: Office Hours. The ACLU-NC/LF's physical offices are normally open from 9:00 am to 5:00 pm, Monday through Friday. From July 4 through Labor Day, the ACLU-NC/LF's physical offices normally will close at 1:00 p.m. on Fridays. The ACLU-NC/LF reserves the right to change the Summer Friday schedule based on immediate business needs. Summer Fridays cannot be accumulated, are not paid out or carried over into the following year, and are not paid out at separation.

Section 2: Absences. There are instances when an employee will be unavoidably unavailable during normal hours because of an emergency, illness or injury. On days when an employee is unable to report to work as scheduled, the employee shall notify their supervisor as soon as possible. Repeated absenteeism without leave will be subject to the Discipline and Discharge provisions of this Agreement.

### Section 3: Hours of Work.

- a. Exempt Employees. Exempt Employees work the amount of time necessary to complete their tasks and fulfill their work obligations. If an Exempt Employee or an Exempt Employee's supervisor finds that the employee is regularly working less than thirty-five (35) hours in a workweek or more than forty-five (45) hours in a workweek, the Exempt Employee and the Exempt Employee's supervisor will work together to analyze the reason and work together to make adjustments so that the Exempt Employee is regularly working closer to forty (40) hours in a workweek. After a good faith effort by the employee and ACLU-NC/LF fails to resolve these issues, the employee may use the Grievance and Arbitration procedure to seek an appropriate remedy. An Exempt Employee who is required to work due to the business needs of the ACLU-NC/LF for more than four (4) hours on a Friday when Summer Fridays are being recognized may take a half day off the following week instead with the approval of their supervisor.
- b. Attorneys. Attorneys are Exempt Employees who are licensed to practice law. Attorneys working for ACLU-NC/LF must be licensed to practice in the State of North Carolina and are subject to the North Carolina Rules of Professional Conduct. While Attorneys and their supervisor can work together to normalize Attorney workloads so that they are regularly working closer to forty (40) hours in a workweek, Attorneys must meet their obligations under the North Carolina Rules of Professional Conduct, which may require more work hours and unusual work hours compared to other Exempt Employees. The obligation of Attorneys to meet their requirements under the North Carolina Rules of Professional Conduct and their obligations to the courts and their clients supersede all aspects of this Agreement, including, but not limited to hours of work.
- c. Non-Exempt Employees. Non-Exempt full-time employees are to regularly work at least thirty-five (35) hours per workweek. Non-Exempt full-time employees will be paid for a sixty (60) minute break for each day in which they work at least seven hours. The employer shall continue their past practice of allowing reasonable paid rest breaks. A Non-Exempt Full-Time Employee who is required to work due to the business needs of the ACLU-NC/LF for more than four (4) hours on a Friday when Summer Fridays are being recognized may take a half day off the following week instead with the approval of their supervisor.

Section 4: Overtime for Non-Exempt Employees. Non-Exempt Employees will be compensated at one and one-half (1.5) times their regular hourly rate for hours worked in excess of nine (9) during any workday or forty (40) during any workweek. Unworked paid time like lunch hours, holidays, sick leave, and vacation time taken during the workweek are not considered “hours worked” for overtime purposes. Unless it is impracticable to do so, overtime work must be approved in advance by the employee’s supervisor in writing and supervisors must give Non-Exempt Employees as much advance notice of the need for overtime work as practicable.

Section 5: Flexible Schedules. Employees shall have the right to request flexibility in their work schedules from their supervisor. Their supervisor and the Executive Director shall evaluate such requests based on the current operational needs of the ACLU-NC/LF, and requests for flexible schedules shall not be unreasonably denied. Non-Exempt Employees shall not be eligible for overtime payments for working more than nine (9) hours in a day as a result of a flexible schedule. ACLU-NC/LF reserves the right to modify or discontinue such arrangements after providing ninety (90) days' notice to the applicable Employee and the WBNG.

Section 6: Remote Work.

- a. Employees who have successfully completed their Probationary Period may work up to three (3) days each workweek remotely. Employees who are in their Probationary Period may be authorized to work remotely in accordance with this provision at the discretion of their direct supervisor. Employees exercising this option must do so in collaboration with their direct supervisor and must maintain a work station and minimum technology in their planned remote location of work that enables them to adequately perform their job duties. Employees who wish to work remotely also must be willing to reliably utilize technology provided to facilitate remote work, such as office timekeeping programs and designated programs or equipment to perform their work. Employees may request to work remotely for more than three (3) days per week. Their supervisor and the Executive Director shall evaluate such requests based on the current operational needs of the ACLU-NC/LF, and such requests will not be unreasonably denied. In order to request additional remote work days, an employee must file a written request with their direct supervisor.
- b. Employees who are authorized to work remotely remain subject to all personnel policies. The employee’s job responsibilities will not change due to working remotely. The amount of time an employee is expected to work will be the same as a normal work day. Employees working remotely are expected to respond to emails, phone calls, and work demands in the same timely manner as when they work in the office. Employees working remotely must still be available for meetings and other events in which they would ordinarily participate in person. Where a task cannot be performed remotely, the employee shall report to work in person as necessary to complete the task. The ACLU-NC/LF reserves the right to request that employees be present in our offices for monthly staff meetings, one-on-one check ins with supervisor, in person collaborations, or whenever else requested by the direct supervisor with adequate advance notice. Supervisors and employees will work together in good faith to schedule those in-person meetings on days when the employee is normally scheduled to be in the physical office.
- c. The ACLU-NC/LF has the right to determine that an employee may not continue to work remotely if the employee incurs one or more disciplinary violations related to their remote work. The ACLU-NC/LF may also modify an employee’s remote arrangements at

any time with at least thirty (30) days' notice and a chance for the employee to provide input.

- d. Notwithstanding the foregoing, employees shall be permitted to work remotely on short notice in the event of conditions that fail to meet the health and safety standards set forth in Article 5, or in the event of inclement weather that prevents them from safely traveling to and from the office. Likewise, nothing herein prevents employees from working remotely on short notice in response to other unexpected situations after obtaining approval from their supervisor.

Section 7: Extraordinary Paid Time Off for Exempt Employees. Exempt Employees work the amount of time necessary to complete their tasks and fulfill their work obligations. The ACLU-NC/LF recognizes that this means Exempt Employees may have periods with excessively demanding schedules at times. Accordingly, the ACLU-NC/LF will grant Extraordinary Paid Time Off (EPTO) to Exempt Employees to allow Exempt Employees to reboot and refresh following such a period under the following circumstances:

- a. The Exempt Employee submits to their supervisor documentation of the period involving an excessively demanding schedule. An excessively demanding schedule means things such as working eight (8) hours or more on a weekend after already working at least 35 hours during the week, 48 or more hours per workweek, or being required to work on a paid time off day or religious observance day that is not a holiday under Article 15.
- b. Upon submission of the documentation in Section 7(a), the supervisor and the Executive Director will review the circumstances that led to the excessively demanding schedule and the employee's documentation and grant EPTO as follows for all reasonable requests:
  - i. Working 8 hours or more on a weekend after already working at least 35 hours during the week - 1 day
  - ii. Working more than 48 hours in a workweek - 1 day
  - iii. Being required to work on a religious observance day that is not a holiday under Article 15 or during paid time off - 1 day
  - iv. Such other amount as mutually agreed between the ACLU-NC/LF and the employee

Monetary compensation may not be substituted for taking time off. No monetary compensation for EPTO not taken is due at the end of employment.

Employees must take approved EPTO within seventy-five (75) days of it being approved. However, where an Employee has consecutive assignments or long-term projects which, in the view of the ACLU-NC/LF and the Employee, prohibit the Employee from utilizing their EPTO within the specified limits, such limits shall be extended. EPTO shall be taken with appropriate notice and advance approval of the Employee's supervisor, whose approval shall not be unreasonably denied.

## **ARTICLE 9: EMPLOYER RIGHTS**

Employer shall have the sole and exclusive right to establish, make changes to, and decide questions or address concerns regarding the ACLU-NC/LF's mission, goals, programs, priorities, strategies, structure, budgets, and operations; to manage the organization and direct employees, including the right to

maintain order, efficiency, and confidentiality; to decide upon equipment, facilities, and software for performing the work of the organization; and to determine the public messaging for the organization. In addition, Employer retains all rights, privileges, and prerogatives normally held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement. This includes the right to set workplace policies; determine the type of work to be done, the location of work, the method and process of rendering services; the right to establish work quality standards; the right to hire; the right to suspend, discipline or discharge employees for just cause; the right to establish new jobs, titles and positions, and to change the content, duties and expectations of existing jobs, titles and positions. The foregoing, however, is not intended to diminish Management's commitment to an exchange of ideas and information with the WBNG on all matters affecting the workplace, and to promote dialogue with and input from employees on the foregoing matters. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting Employer's discretion. Nothing in this Article shall constitute a waiver by the WBNG of any rights it otherwise may have under law.

#### **ARTICLE 10: LABOR MANAGEMENT COMMITTEE**

Section 1: Committee Purpose. The primary purpose of the Labor Management Committee is to promote equity within the organizations.

Section 2: Committee Composition. The Labor Management Committee shall consist of two (2) representatives to be chosen by the WBNG and two (2) representatives to be chosen by ACLU-NC/LF. The WBNG and the ACLU-NC/LF may choose different representatives for the Labor Management Committee annually or whenever a member resigns or leaves employment.

Section 3: Committee Meetings. The Labor Management Committee shall meet at a mutually agreed upon times. The Committee may discuss topics related to the general application of this Agreement and other workplace matters such as workplace safety and health and race equity in the workplace. Committee meetings are not a substitute for normal staff meetings or department meetings or the collective bargaining process.

Section 4: Committee Recommendations: The Labor Management Committee may submit recommendations to the Executive Director for consideration at any time. The Labor Management Committee may submit a report of its recommendations to the Board once each year, indicating which have been adopted by the Executive Director and which have not.

#### **ARTICLE 11: HIRING, TRANSFERS, PROMOTIONS, AND VACANCIES**

Section 1: Posting and recruitment materials. The Employer will post internally and provide the WBNG with a copy of all job postings ten (10) work days before advertising a position externally. All postings for positions shall include: (1) job title; (2) job responsibilities; (3) qualifications; (4) salaries; and (5) if the position is covered by a collective bargaining agreement, a statement to that effect.

Section 2: Internal Candidates. Current employees who wish to apply for an open position shall express their interest in writing to the Employer, sign a limited authorization for the Employer to share the contents of their personnel record with any ad-hoc Hiring Team to the extent needed to assist the Hiring Team in evaluating candidates for the position, and provide the information requested in the posting within the time frame specified in the posting, which shall in no event be less than ten (10) work days

after the internal posting. Such current employee candidates will be considered “Internal Candidates.” If Internal Candidates meet the minimum qualifications and experience set out for the position, the Internal Candidates will be considered by the Hiring Team before external applicants are sought.

**Section 3: Hiring Team.** An ad-hoc Hiring Team will be formed to assist in evaluating candidates for each open position, except the position of Executive Director. The WBNG will provide three Bargaining Unit employees for the Hiring Team. At least two of the Bargaining Unit employees provided by the WBNG must be in the Department in which the position is located or be employees who will likely be working with the person who fills the position. The Employer may invite other Bargaining Unit employees or non-Bargaining Unit employees on a voluntary basis to participate as part of the Hiring Team. The Hiring Team shall be involved in reviewing resumes of qualified candidates and participating in interviews with each of the candidates selected for an interview. The Hiring Team shall recommend to the Executive Director the candidate or candidates, if any, that it considers to be best qualified for the position. Members of any Hiring Team will maintain the confidentiality of personal applicant information.

**Section 4: External Posting.** When positions are posted externally, they shall remain open for applicant submission until the earlier of any of the following: (a) the application deadline has passed, where the application period was at least three months; (b) until a majority of the applicants selected for an interview are a combination of people of color, LGBTQ+ people, people impacted by the criminal legal system, or people with a disability; or (c) upon mutual agreement with the WBNG.

**Section 5: Final Decisions.** The Employer is responsible for all hiring decisions, and decisions regarding hires, which includes filling vacant positions with internal candidates or filling vacant positions with external candidates, are not subject to the Grievance and Arbitration provisions of this Agreement. When making the final decision to promote, transfer, or hire to fill an open position, the Employer shall consider such things as the recommendation of the Hiring Team, diversity, seniority, education, job-related knowledge, budget, relevant experience, relevant multilingual abilities, and other job-related skills and experience. Candidates will not be asked for previous salary information, but the Employer and the WBNG acknowledge that they cannot control whether or not a candidate volunteers it. All management decisions relating to promotions, transfers, hires, and filling open positions will be made in good faith to promote the best interests of the ACLU-NC/LF.

**Section 6: Changes in Duties.** Employees may be temporarily assigned to fill in for other employees when the operational needs of the organization require, when there is an emergency, or when an individual is absent. If an Employee is asked to take on such additional responsibilities or increased workload for more than ten (10) work days, the ACLU-NC/LF shall notify the WBNG. If the additional responsibilities or increased workload is the result of a need that is expected to be more than ten (10) work days, but fewer than thirty (30) days, the ACLU-NC/LF will pay the Employee a bonus equal to the amount of normal compensation paid to the employee while performing the additional responsibilities or increased workload, times 10%, payable in a lump sum bonus in the pay period following the day the additional responsibilities or increased workload ends. If the additional responsibility or increased workload is likely to last longer than thirty (30) days, the process outlined in Article 1, Section 7 shall apply.

## **ARTICLE 12: PERSONNEL RECORDS**

**Section 1: Access to Personnel Record.** The Employer shall maintain a confidential personnel record on each employee. Upon written request from an employee to the Executive Director, or their designee, the Employer will, within five (5) business days of such request or as mutually agreed with the employee, provide the employee with a copy of the personnel record on the employee. Upon request of the

Employee, the Employee may choose to have a WBNB representative receive a copy of the personnel record.

Section 2: Copy of Documents. Each Bargaining Unit Employee shall be given a copy of any document placed in the personnel record regarding the employee within ten business days (10) days of it being included in the personnel record. An employee may submit a written response to any document placed in the personnel record and such response will be included in the personnel record.

## **ARTICLE 13: PERFORMANCE FEEDBACK AND GOAL-SETTING**

Section 1: Purpose of Performance Feedback and Goal-Setting. The Employer will provide employees with informal feedback on the quality of employee's work, their success at meeting and exceeding goals, and identification of areas for improvement at least quarterly. The Employer will also provide an annual, formal performance feedback and goal-setting process. The purpose of this process is to accomplish two major goals:

- a. To supplement informal feedback with formal, written assessments of individual performance and training needs, including feedback on areas of strength and areas for improvement; development needs and challenges; plans for addressing those needs and challenges in the future; professional development goals; and plans for building the upcoming year's work plan to facilitate improvement for the benefit of ACLU-NC/LF and its important mission; and
- b. To assess the adequacy or deficits in ACLU-NC/LF's support of the employee's work; to identify areas for improvement in the organization's plans to meet the employee's needs.

Section 2: Logistics of Performance Feedback and Goal-Setting. The formal performance feedback and goal-setting process shall be conducted annually by the Employer during the performance review period which will run January – March for employees who have finished their Probationary Period.

As part of the annual review process, employees will submit written input on their own performance, and may provide feedback regarding their supervisors' and/or managers' performance and its impact on their performance. Feedback regarding supervisors and/or managers will not be shared with the supervisor/manager until after the supervisor/manager submits their initial feedback to the employee. Employees may also provide feedback about their direct supervisor in a confidential manner to the Executive Director at any time. If the feedback has legal implications, such as a concern about discrimination, harassment or retaliation, the Executive Director is released from keeping the information confidential and is required to act immediately to address the situation. Retaliation against supervisees for their good faith contributions to the review process, or their decision not to give supervisor feedback, is prohibited.

An employee also has the right to submit a written response to the annual performance feedback within two (2) weeks of the completion of the process, and that written response shall be considered and maintained with the performance evaluation.

Both the employee and the supervisor shall submit a written copy of their performance feedback (self-feedback and supervisor feedback) at least one business day before meeting to discuss the evaluation.

Section 3: Performance Levels. The Performance levels should be uniformly used by the Employer.



The level assigned should be consistent with the feedback received from a supervisor throughout the previous year, and made using the form and process mutually agreed upon prior to execution of this agreement.

Changes to the form and process after this agreement’s effective date shall be made by recommendation of the Labor Management Committee, with approval by the Executive Director and the Senior HR Manager for People and Culture.

All employees are expected to fully cooperate with all aspects of the performance feedback and goal-setting process. Employees may request that a WBNG representative be present in performance feedback and goal-setting meetings, and requests shall not be denied. The feedback and goal-setting process is non-disciplinary in nature and no discipline or discharge shall happen in a performance feedback and goal-setting meeting. Performance feedback shall not be used as evidence to support a disciplinary and/or discharge process against an employee. Performance feedback is not subject to the Grievance and Arbitration provisions of this Agreement. However, nothing in this provision is intended to exempt from Grievance and Arbitration conduct that violates other provisions of this Agreement simply because it occurs in the course of the performance feedback and goal-setting process. The performance feedback and goal-setting process and documentation shall be overseen by the Executive Director or their designee.

**ARTICLE 14: SALARIES**

Section 1: Setting Salaries.

The salaries set in the chart below are minimums only. Specific salaries above a minimum shall be set on an equitable and non-discriminatory basis based on the particular position, an employee’s years of relevant lived and professional experience, transferable skills, professional degrees, and budgetary considerations.

The ACLU-NC/LF will budget reasonable and appropriate funds for a professional comparable salary market analysis to be conducted in conjunction with bargaining the renewal or revision of this Agreement by an independent third party selected by the Labor Management Committee without exceeding the funds budgeted. The analysis shall include positions with comparable job responsibilities and required qualifications; organizations of comparable size, type, and location; organizations with similar benefits and compensation structures; and, with regard to attorneys, it will include North Carolina government attorney positions. The market analysis will inform but not determine the salaries in this agreement. Regardless of the comparable salary market analysis, no Regular Full-Time Employee of ACLU-NC/LF will receive a starting annual base salary of less than \$55,500.

Salary minimums for Bargaining Unit positions shall be as follows during the term of this Agreement:

<b>Band</b>	<b>Titles</b>	<b>Full-Time Annual Minimum Salary, except where noted</b>
<b>A</b>	<b>Senior Staff Attorney Senior Policy Counsel</b>	\$82,000
<b>B</b>	<b>Staff Attorney Policy Counsel</b>	\$74,000

C	<b>Communications Strategist</b> <b>Operations Manager</b> <b>Major Gifts Officer</b> <b>Legal Fellow</b> <b>Policy Analyst</b> <b>Staff Writer</b> <b>Campaign Strategist</b> <b>Field Manager / Sr. Field Manager</b>	\$64,000
D	<b>Paralegal</b> <b>Development Associate</b> <b>Digital Organizer</b> <b>Field Organizer/Organizer</b> <b>Executive Assistant, Programs</b>	\$55,500
E	<b>Any position that is Part-time/Benefit-ineligible</b>	\$30/hr

For any new employee with an active bar license being hired for the positions of policy counsel, staff attorney, senior policy counsel, or senior staff attorney, the minimum starting salary for such employee will be the minimum for that position plus an additional \$1000 for each complete year since the new employee passed a bar exam, in any jurisdiction, at the time of hire.

Section 2: Salary Adjustments.

Annual salary adjustments for all bargaining unit employees will occur on April 1 each year and will include a COLA increase of 3% each April 1 during the term of this Agreement.

In order to implement this agreement, minimum salaries for current bargaining unit employees holding the positions of policy counsel, staff attorney, senior policy counsel, or senior staff attorney shall be set at the minimum for that position plus an additional \$1000 for each complete year that has passed since the employee passed a bar exam in any jurisdiction as of the time of implementation of this agreement. For all other positions, the minimum salary at implementation of this agreement will be the minimum salary for that position plus an additional \$1000 for each complete year of employment with the ACLU-NC/LF.

ACLU-NC/LF reserves the right to award additional salary increases and/or bonuses on an equitable basis in its discretion during the term of this Agreement. ACLU-NC/LF shall notify the WBNG of such increases or bonuses prior to issuance.

**ARTICLE 15: BENEFITS**

Section 1: Insurance Benefits.

- a. Health, Dental & Vision Insurance. The ACLU-NC/LF shall provide Employee-Only health, dental, and vision insurance coverage for Regular Full-Time Employees, Fellows, and Full-

Time Temporary Employees at no cost to the employee. Employees may add their families to these insurances under the terms and conditions of the insurance plans. The ACLU-NC/LF will pay 50% of the premium for family members added to the insurances. The ACLU-NC/LF will pay these premiums directly to the insurer, and the employee will authorize the balance to be paid as a payroll deduction. Employees become eligible for Health, Dental and Vision Insurance on their first day of employment with ACLU-NC/LF. This is a change from the current plan and will be effective at the next annual renewal following the effective date of this Agreement.

- b. Short Term Disability. The ACLU-NC/LF shall provide Employee-Only Short Term Disability insurance coverage for Regular Full-Time Employees, Fellows, and Full-Time Temporary Employees at no cost to the employee. Employees may not add their families to this insurance. The ACLU-NC/LF will pay these premiums directly to the insurer.
- c. Long-Term Disability. The ACLU-NC/LF shall provide Employee-Only Long-Term Disability insurance coverage for Regular Full-Time Employees, Fellows, and Full-Time Temporary Employees at no cost to the employee. Employees may not add their families to this insurance. The ACLU-NC/LF will pay these premiums directly to the insurer.
- d. Life and Accidental Death and Dismemberment Insurance. The ACLU-NC/LF shall provide Employee-Only Life and Accidental Death and Dismemberment insurance coverage for Regular Full-Time Employees, Fellows, and Full-Time Temporary Employees at no cost to the employee. Employees may not add their families to this insurance. The ACLU-NC/LF will pay these premiums directly to the insurer.
- e. The insurance benefits other than Health, Dental, and Vision, are effective for eligible employees 30-days after the employee's hire date.
- f. The terms and conditions of these insurances are governed by plan documents, which are available to the employees and the WBNG upon reasonable request at any time. The ACLU-NC/LF reserves the right to modify the Employer contributions towards premiums for these insurances and/or to modify the terms, conditions, and benefits of these insurances if required to comply with state or federal law, including changes imposed by the carrier at annual renewal relating to Affordable Care Act compliance. Absent the need to make changes to comply with state or federal law, including changes imposed by the carrier at annual renewal relating to Affordable Care Act compliance, the ACLU-NC/LF agrees that it will not make changes to the Employer contributions towards premiums for these insurances and/or to modify the terms, conditions, and benefits of these insurances during the term of this Agreement.
- g. If, at the annual renewal of such insurances, the benefits provided are not substantially the same or the cost of the same or substantially similar benefits is more than a 10% increase, the WBNG and the ACLU-NC/LF will work together in good faith to select a plan for the renewal period, which may include consideration of plans provided by different carriers.

Section 2: 401(k) Plan. All employees covered by this contract are eligible to participate in the 401(k) plan and shall continue to participate in the Plan. The terms and conditions of the 401(k) are governed by plan documents, which are available to the employees and the WBNG upon reasonable request at any time. The ACLU-NC/LF reserves the right to modify the 401(k) Plan and/or the ACLU-NC/LF contributions to the 401(k) Plan if required to comply with state or federal law. Absent the need to make changes to comply with state or federal law, the ACLU-NC/LF agrees that it will not make changes to the 401(k) Plan or the ACLU-NC/LF's contributions to the 401(k) Plan during the term of this Contract.

Section 3: Flexible Spending Arrangement (FSA) and Dependent Care Saving Account (DCSA). All employees shall be eligible to participate in the FSA and DCSA Plans pursuant to the terms of the Plans. Both plans are voluntary benefit programs to which employees can contribute and maintain an account, reserving pre-tax funds for health care and/or dependent care expenses while lowering their overall gross taxable income. An employee must use the money they put into this program during the calendar year. Any money not used during the year will not be returned to the employee.

Section 4: Holidays. In addition to leave for purposes of participating in elections, as defined in Article 16, Regular Full-Time Employees, Fellows, and Full-Time Temporary Employees shall be eligible to be paid without working the following holidays:

- Martin Luther King Jr.'s Birthday
- Frederick Douglass Day (observed on the third Monday of February)
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Indigenous People's Day
- Armistice Day (November 11)
- Thanksgiving Day
- Day-After-Thanksgiving
- Winter Recess (December 25 through January 1, inclusive of both the December 25 and January 1 holidays as observed).

Employees shall be provided with one (1) floating holiday in addition to these holidays. The floating holiday may be used to honor cultural, ethnic or religious holidays not listed above, school vacations, or any other personal need at the employee's discretion with at least one week's notice to their direct supervisor. Floating holidays will not roll over year to year.

If an employee is required to work on one of the listed holidays, the employee will be given an additional floating holiday in place of that holiday.

Holidays falling on Saturday will be celebrated on the preceding Friday and holidays falling on Sunday will be celebrated on the following Monday. Paid holidays falling within vacation periods will not be counted as vacation time. Paid holidays are not counted as hours worked for the purpose of calculating overtime for Non-Exempt Employees.

**ARTICLE 16: VACATIONS AND OTHER LEAVES**

Section 1: Paid Vacation Time. Regular Full-Time Employees will be provided with leave to promote their own well-being. Employees will be encouraged to freely use their allotted leave, which prevents burnout and promotes mental and physical health, a well-rested and resilient workforce, and collegiality among colleagues.

- a. Accrual of Paid Vacation Time. Regular Full-Time Employees, upon their start date, are entitled to begin accruing Paid Vacation Time. Paid Vacation Time accrues as follows:

<b>Length of Service at Employment Anniversary</b>	<b>Paid Vacation Time</b>
Less than 2	15 (120 hours total; accrued 5 hours per pay period)
2 but less than 6	21 (168 hours total; accrued 7 hours per pay period)
6 or more	25 (200 hours total; accrued 8.3 hours per pay period)

- b. Use of Accrued Paid Vacation Time. Paid Vacation Time may not be taken in advance of its accrual absent approval by the person’s supervisor. To use accrued Paid Vacation Time, employees should submit requests to their supervisor electronically through the system provided by the ACLU-NC/LF, with at least one (1) week’s notice for vacations of under five (5) work days in length and at least two (2) weeks’ notice for vacations of five (5) or more work days. Approval of requests to use accrued Paid Vacation Time will not be unreasonably denied. Paid Vacation Time is not counted as hours worked for purposes of calculating overtime for Non-Exempt Employees.
- c. Carryover and Forfeiture. Employees may not carry over more than eighty (80) hours (ten (10) days) of accrued Paid Vacation Time from one year to the next. Paid Vacation Time is reset on January 1 of each year. Any days in excess of the applicable amounts stated above that are not used by December 31st of any year will be lost. Upon termination or resignation, employees will not be paid for any of their currently accrued but unused Paid Vacation Days.

Section 2: Paid Health Care Leave.

- a. Availability of Paid Health Care Leave. Regular Full-Time Employees are eligible for Paid Health Care Leave to care for themselves, family members, partners, or other dependent members of their household on short notice because of illness or for scheduled appointments with health care practitioners. Eighty (80) hours (ten (10) days) of Paid Health Care Leave is available for Regular Full-Time Employees as of January 1 each year to use as needed throughout the calendar year. Newly hired Regular Full-Time Employees receive a pro-rated portion of eighty (80) hours (ten (10) days) of Paid Health Leave to use throughout the remaining calendar year.

- b. Use of Paid Health Care Leave. Employees should notify their supervisor that they will be using Paid Health Care Leave as soon as practicable after the need for its use is known. Paid Health Care Leave is not counted as hours worked for purposes of calculating overtime for Non-Exempt Employees.
- c. Carryover and Forfeiture. Paid Health Care Leave is reset to eighty (80) hours (ten (10) days) on January 1st of each year. Any unused Paid Health Care Leave is forfeited at the end of the calendar year and/or at the end of employment regardless of the reason for the end of employment.
- d. Supporting Information and Documentation. The ACLU-NC/LF reserves the right to request information and documentation in support of the need to use Paid Health Care Leave, where an employee takes 5 or more consecutive days of Paid Health Care Leave. Such requests will not be overly broad and will not seek access to an employee's or other person's full medical or health records.

Section 3: Family and Medical Leave. An eligible employee may take up to twelve (12) weeks (a week is seven (7) calendar days or five (5) business days) of Family and Medical Leave (FML) within a rolling twelve (12) month period and be restored to the same or an equivalent position, unless they have been laid off in accordance with the procedure governed by Article 25. A rolling twelve (12) month period means looking back twelve months from the date the leave is to commence.

- a. Eligibility. Regular Full Time Employees who have worked for the ACLU-NC/LF for at least four (4) months following completion of their Probationary Period are eligible for FML.
- b. Reasons for Taking Family and Medical Leave. FML may be taken for the following reasons: (a) pregnancy, the birth of a child and/or for preparation of the birth of a child, and in order to care for such child; (b) the placement of a child with the employee for adoption or foster care; (c) to care for a spouse, child, or parent with a serious health condition; or (d) because of an employee's own serious health condition for which the employee's healthcare professional recommends the employee take leave. Leave because of reasons (a) or (b) must begin within the twelve (12) month period beginning on the date of birth or placement of the child.
- c. Request for Leave. If an employee's need for FML is foreseeable, the employee must give thirty (30) days prior written notice to their supervisor with a copy to the Chief Financial Officer. If this is not possible, an employee must at least give notice as soon as practicable (within 1 to 2 business days of learning of their need for leave). Failure to provide such notice may be grounds for delay of leave.
- d. Supporting Documentation. The ACLU-NC/LF reserves the right to request information and documentation in support of the need for FML. Such requests will not be overly broad and will not seek access to an employee's or other person's full medical or health records.

- e. Impact on Other Benefits. During an approved FML, the ACLU-NC/LF will maintain the employee's insurance benefits as if the employee were still working. Paid Vacation Time will not accrue during FML. Holiday Pay will not be paid during FML.
- f. Use of FML. FML is for absences in excess of two (2) weeks (ten (10) business days) and is not for use intermittently unless the employee has exhausted their Paid Health Care Leave. Absences for less than two (2) weeks (ten (10) business days) fall under the Paid Health Care Leave policy. If an employee has exhausted their Paid Health Care Leave, they may seek approval to use FML for absences of less than two (2) weeks (ten (10) business days), and such approval will not be unreasonably denied.
- g. Payment for Leave. Through a combination of Paid Vacation Time, Paid Health Care Leave, paid premiums for disability insurance, and direct payments, most FML will be paid.
  - i. All Reasons. The first seven (7) days of FML will be paid at 100% of employee's base salary by the ACLU-NC/LF without regard to other applicable paid benefits available to the employee and without regard to the reason for taking FML. This period is designed to coordinate with the waiting period under the Short-Term Disability policy for which the ACLU-NC/LF pays premiums for employee coverage.
  - ii. Employee's Own Serious Health Condition. If the Family and Medical Leave is for the employee's own serious health condition, then the employee must apply for benefits through the Disability Insurance available to the employee. If benefits are approved through the insurance provider, and it is permissible under the terms and conditions of the insurance plan, the ACLU-NC/LF will pay employee the difference between the benefits paid by the insurance and employee's normal base salary during the period disability benefits are approved (up to the total of twelve (12) weeks of FML). If benefits are denied through the insurance provider, the employee may use any accrued Paid Vacation Time and/or any accrued Paid Health Care Leave. Once accrued Paid Vacation Time and Paid Health Care Leave are exhausted, any remaining period of Family and Medical Leave will be paid at a reduced amount equal to the ACLU-NC/LF's portion of the normal base salary during the period of FML as if the insurer had approved the claim.
  - iii. Employee Giving Birth to a Child. If the Family and Medical Leave is for the employee giving birth to a child, then the employee must apply for benefits through the Disability Insurance available to the employee. If benefits are approved through the insurance provider, and it is permissible under the terms and conditions of the insurance plan, the ACLU-NC/LF will pay employee the difference between the benefits paid by the insurance and employee's normal base salary during the period disability benefits are approved (up to the total of 12 weeks of FML). To the extent that the Disability Insurance approves paid leave for a period that does not extend all the way through twelve (12) weeks, ACLU-NC/LF will continue leave paid at 100% of employee's base salary by the ACLU-NC/LF after the Disability Insurance benefits end to get to the full twelve (12) weeks. If benefits are denied through the insurance provider, any remaining

period of Family and Medical Leave will be paid at 100% of employee's base salary.

- iv. Salary Advance Option. If a determination has not been made by the Disability Carrier before the end of the waiting period under the Disability Insurance, to prevent financial hardship the Employee may request and the Employer will advance pay to the employee at the rate that would be provided through the Disability Insurance if approved. Any employee receiving such an advance of compensation agrees to repay the advance once disability benefits are approved and the employee has received payment for that time through the Disability Insurance. If disability benefits are denied, the employee is not required to repay up to two (2) weeks of advance pay, provided the employee made a good faith effort under the circumstances to cooperate with the disability insurance carrier.
- v. Reasons other than Employee Giving Birth to Child or Employee's Own Serious Health Condition. If the Family and Medical Leave is for a reason other than the employee's own serious health condition or the employee giving birth to a child, the employee is not required to apply for disability benefits. These types of FML are paid at 100% of employee's base salary by the ACLU-NC/LF.
- vi. Failure to Return from Leave. If an employee fails to return at the end of Family and Medical leave due to circumstances within the employee's control, the employee will be required to reimburse the ACLU-NC/LF for any salary advances made to employee.

Section 4: Military Family Leave. Any employee who is eligible for FML and needs to care for a family member who is a military service member or veteran with a serious injury or health condition incurred or aggravated in the line of duty may take up to twenty-six (26) weeks of leave to provide care. The first twelve (12) weeks of such leave may be paid as outlined in the FML policy. The additional time will be unpaid. Any employee eligible for FML may take up to twelve (12) weeks of unpaid leave to take care of situations arising from deployment, service, injury, or reintegration of family members in the National Guard or Reserves. Certification of the need for Military Family Leave may be required.

Section 5: Personal Leave. Any employee may be granted up to three (3) days of personal leave without pay during a rolling twelve (12) month period. A rolling twelve (12) month period means looking back twelve months from the date the leave is to commence. Although no advance notice is required, employees must make reasonable efforts to notify their supervisor as soon as possible before or during the leave. Employees who have accrued vacation time may use it in order to be paid for this otherwise unpaid Personal Leave.

Section 6: Extended Personal Leave. In unusual situations, employees may be granted an Extended Personal Leave without pay for up to one year. Except as otherwise stated in this Section, insurance benefits do not continue during an Extended Personal Leave. An employee may pay for COBRA or state continuation coverage during an Extended Personal Leave. Where an employee who is not yet eligible for Family and Medical Leave or Military Family Leave policies takes Extended Personal Leave for a reason that would otherwise be covered by those policies, insurance benefits will continue for up to eight (8) weeks. After eight (8) weeks, an employee may pay for COBRA state continuation coverage during an Extended Personal Leave. Requests for an Extended Personal Leave must be in writing and are subject to approval by the Executive Director. To the extent that a requested Extended Personal Leave is for a reason



covered by the Family and Medical Leave or Military Family Leave policy, leave under those policies will run concurrently with the Extended Personal Leave such that the maximum leave is one year.

Section 7: Time Off for Child’s School Activities. Any employee who is a parent or guardian of a school-aged child may take up to four (4) hours of unpaid leave per year to participate in school-approved activities such as field trips and parent-teacher conferences. Employees should arrange this time off with at least two (2) days’ notice whenever practicable.

Section 8: Bereavement Leave. Any employee may take up to five (5) days as paid bereavement leave for the death of a close member of the employee’s community, blood, or bond relation.

Section 9: Jury Duty. The ACLU-NC/LF encourages its employees to serve on jury duty. Employees must inform their supervisor upon receipt of a jury summons. Employees will receive time off with pay while on jury duty. Employees on jury duty must report to work on any full or partial day that the employee is excused from jury duty and must inform their supervisor each day of the status of jury duty.

Section 10: Time Off for Voting. Any employee entitled to vote in a federal, state or municipal election shall be allowed up to four hours off with pay for such purpose at the beginning or end of the employee’s scheduled work period. Employees exercising this provision are required to notify their immediate supervisor in advance.

Section 11: Sabbatical Leave.

- a. Eligibility. Regular Full-Time Employees of ACLU-NC/LF shall be eligible for Sabbatical Leave for personal development, including such things as authoring a book, cultural immersion, pursuit of a hobby or interest, as follows:

After completion of three (3) years of continuous service	One (1) unpaid Sabbatical leave of up to three (3) weeks to be used before completion of five (5) years of continuous service.
After completion of five (5) years of continuous service	One (1) paid Sabbatical leave of up to four (4) weeks to be used before completion of ten (10) years of continuous service.
After completion of ten (10) years of continuous service	One Sabbatical leave of up to three (3) months, six (6) weeks of which will be paid and six (6) weeks of which will be unpaid.
After completion of fifteen (15) years of continuous service	If an employee has already taken their ten (10) year Sabbatical leave, the employee may request additional Sabbatical leave no greater than the ten (10) year Sabbatical leave. Such requests will be granted no more often than once during each consecutive five (5) years of continuous service.

- b. Logistics. Requests for Sabbaticals must be submitted in writing to the employee's supervisor and the Executive Director at least six (6) months in advance. Requests should include a plan detailing how the employee's responsibilities will be covered in the employee's absence. Sabbatical leave must be taken in one block of time and may not be split into multiple periods of leave. During an approved Sabbatical, the ACLU-NC/LF will maintain the employee's insurance benefits as if the employee were still working. Paid Vacation Time will not accrue during a Sabbatical. Holiday Pay will not be paid during a Sabbatical. If a Sabbatical crosses over a calendar year, no new Paid Health Care Leave will be accrued. The Executive Director has discretion to approve or deny a Sabbatical. Employees who have accrued Paid Vacation Time may use it in order to be paid for otherwise unpaid portions of Sabbatical leave. With the approval of the Executive Director, employees who have accrued Paid Vacation Time available may use it to extend a Sabbatical.

Section 13: Military Leave. The ACLU-NC/LF will follow the law with respect to employment, leave, and reemployment for military service by its employees, including the Uniformed Services Employment and Reemployment Rights Act and the North Carolina Military Leave Law.

Section 14: Terms Applicable to all Leaves of Absence. The ACLU-NC/LF and the WBNG acknowledge that, with the exception of the Uniformed Services Employment and Reemployment Rights Act, the North Carolina leave for parental involvement in schools law, and the North Carolina Military Leave Law, the ACLU-NC/LF is not currently covered by state or federal paid or unpaid leave laws, including the Family and Medical Leave Act. Should state or federal law change, such that the ACLU-NC/LF's leave policies are no longer in compliance with the law or do not address a new law, ACLU-NC/LF and WBNG will bargain in good faith to change leave policies to become compliant and/or to address any new laws. If agreement is not reached before any deadline imposed by law, the ACLU-NC/LF reserves the right to implement interim changes to become compliant until an agreement is reached.

## **ARTICLE 17: EDUCATIONAL AND TRAINING OPPORTUNITIES**

Section 1: Professional development and training. The ACLU-NC/LF will provide initial and ongoing training for all ACLU-NC/LF employees related to their job duties.

Section 2: Mandatory Harassment and Equity, Diversity, Inclusion, and Belonging (EDIB) training. All employees will participate in mandatory harassment and EDIB training at the beginning of their employment with the ACLU-NC/LF. Subsequent trainings will be provided for all employees and coordinated by the ACLU-NC/LF annually throughout the employees' entire tenure with the organization. These training opportunities are intended to deepen racial justice awareness and understanding of diversity, equity, and inclusion across the organization. These trainings will be at no cost to the employee.

Section 3: Skills-based Training. The ACLU-NC/LF encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences, or time spent with a coach/mentor that will assist and/or improve their work at the ACLU-NC/LF. Each year, each employee will work with their supervisor to develop a plan to meet their personal and professional

development goals during the year, which will be reviewed as part of the employee's annual performance review. Employees must notify their supervisor prior to attending work-related courses and seminars that exceed four (4) hours on a single business day. Time spent attending work-related courses and seminars during regular business hours is considered working time for which employees receive their regular pay.

Section 4: Professional Development, Training, CLE, and Membership Allowance. The ACLU-NC/LF will offer up to \$1,350 per employee per year to cover costs of relevant professional development, training, Continuing Legal Education (CLE), and membership in a voluntary professional association. Time spent in such training shall be considered regular work time, and the expense policy shall apply for any associated travel expenses. Employees may not roll over any unused portion of the allowance to the next year. There is no payment for any unused funds at termination of employment. To be eligible for the full professional development, training, CLE, and membership allowance, the employee must be a Regular Full-Time Employee or a Fellow and have successfully completed their Probationary Period, unless otherwise approved by the employee's immediate supervisor. Temporary Employees and Regular Part-Time Employees are eligible for the professional development, training, CLE, and membership allowance on a pro rata basis. Training required by the ACLU-NC/LF for the whole staff will not be paid for out of the employee's professional development, training, CLE, and membership allowance. An employee may use part of their professional development, training, CLE, and membership allowance for membership in a voluntary professional association of the employee's choice, provided the professional association furthers the employee's professional development in their position or benefits the ACLU-NC/LF. Nothing herein prevents the ACLU-NC/LF from approving additional expenditures on Professional Development, Training, CLE, and Memberships for any employee.

Section 5: State Bar Annual Membership and Related Fees. For employees with JDs, the ACLU-NC/LF will pay the annual mandatory State Bar membership fee, the annual membership fees for any additional bar associations mandated by North Carolina (e.g., local judicial district bar), and the annual cost of the North Carolina privilege license for attorneys.

Section 6: Additional Professional Membership. In addition to the Professional Development, Training, CLE, and Membership Allowance in Section 4 and the State Bar Annual Membership and Related Fees in Section 5, ACLU-NC/LF will pay for one (1) professional membership for each employee per year that is mutually agreed upon by the employee and their supervisor.

## **ARTICLE 18: DISCIPLINE AND DISCHARGE**

The Employer shall promptly notify the WBNG when an Employee is disciplined or discharged. Notices of disciplinary action, including written warnings, will be made part of the Personnel Record on the employee. Any documented discipline in the Personnel Record on the employee older than eighteen (18) months shall not be considered by the Employer when making decisions on later disciplinary actions related to that employee, except that when the underlying discipline matter pertains to a pattern of gross misconduct, such matters may be considered for a period of thirty-six (36) months.

Any documented discipline in the Personnel Record on the employee older than one (1) year shall not be considered by the Employer when making decisions on promotions or other consequential, non-disciplinary workplace actions related to that employee, except when the underlying discipline matter pertains to a pattern of discrimination or harassment. This one (1) year period will be extended by any period of leave of absence of more than one (1) month, up to a maximum of eighteen (18) months.

The Employer shall not discipline or discharge an Employee who has completed their probationary period, except upon just cause.

**Section 1: Progressive discipline.** Except in the case of gross misconduct, discipline shall be applied progressively by the ACLU-NC/LF within fifteen (15) business days of the event(s) giving rise to the discipline, or the discovery of the event(s) if later. The ACLU-NC/LF may determine which level of progressive discipline to administer based on proportionality considering the nature of the offense and any previous related occurrences. The steps for progressive discipline are:

**Step 1:** Informal verbal warning, documented in email with a copy to WBNG.

**Step 2:** Written warning to the employee specifying the conduct complained of and/or performance improvement plan for corrective action over forty-five (45) days, with a copy to the WBNG.

**Step 3:** If, after a reasonable opportunity to demonstrate improvement, some or all of the conduct described in a written warning continues, the Employer may further discipline the employee with a final written warning and/or suspension from work, with a copy to the WBNG.

**Step 4:** Termination or resignation in lieu of termination in writing, with a copy to the WBNG.

At the time of administering any of the steps of progressive discipline, ACLU-NC/LF will inform the Guild-covered employee who is subject to the disciplinary action of their right to have a steward present before administering the discipline.

If eighteen (18) months have elapsed since the last progressive disciplinary action, the matter will be considered closed, and any new notice of discipline will restart the process of progressive discipline from the beginning except that when the underlying discipline matter pertains to a pattern of gross misconduct, such matters may be considered for a period of thirty-six (36) months.

**Section 2: Discipline.** Discipline includes all the actions in Section 1. The term does not include performance evaluations, performance improvement plans or other non-disciplinary counseling or supervision processes or outcomes.

**Section 3: Discipline Without Written Warning.** In cases involving gross misconduct, the Employer may suspend from work or discharge an employee without the issuance of a prior written warning. Discharge or suspension for gross misconduct, including but not limited to the following violations, may be instituted only by the Executive Director:

- a. Acts of gross insubordination;
- b. Intentionally or recklessly endangering the health or safety of another employee or other individual;
- c. Sale of controlled substances on ACLU-NC/LF time or premises;
- d. Discrimination against or harassment of fellow employees, clients or others on the basis of any category or protected class status listed in Article 3;
- e. Intentional or reckless misuse of donor, client, or ACLU-NC/LF funds;
- f. Intentional theft or abuse of ACLU-NC/LF property;
- g. Major or constant breach(es) of security or confidentiality of personal or other sensitive information;

- h. Intentional misuse of ACLU-NC/LF passwords, passcodes, keys, records or data that results in material harm to another person or the ACLU-NC/LF;
- i. Creating a security risk by the unauthorized removal, copying, use, or disclosure of confidential information or records;
- j. Possessing a deadly weapon or firearm while acting on behalf of ACLU-NC/LF or while on ACLU-NC/LF premises;
- k. Breach of the Rules of Professional Conduct by an attorney.

Section 4: Suspension. No disciplinary suspension from work will be for more than two (2) weeks. Suspension may be with or without pay at the discretion of the Employer.

## **ARTICLE 19: GRIEVANCE AND ARBITRATION**

The ACLU-NC/LF and the WBNG believe in the value of resolving disputes informally, if possible, through discussion and without resort to the formal grievance procedure.

Section 1: Filing a Grievance. A grievance shall be filed in writing by a representative of the WBNG or a bargaining unit steward with the department head, or if there is no department head or the grievance involves multiple departments, then to the Executive Director. A grievance must be filed within either: (a) fifteen (15) business days after the occurrence, (b) fifteen (15) business days after the grievant or WBNG become aware of the occurrence, or (c) fifteen (15) business days after the grievant or WBNG should have reasonably become aware of the occurrence. Failure to file a grievance in a timely fashion in one or more instances shall not preclude filing on a similar issue which occurs subsequently.

Section 2: Subjects of Grievance. A grievance for purposes of this Agreement is defined as a written dispute concerning (a) the interpretation and application of this Agreement to a particular situation; (b) the interpretation and application of ACLU-NC/LF rules, regulations or policies that impact wages, hours or conditions of employment; and (c) whether the terms of this Agreement have been observed and performed. The following are not subject to the Grievance and Arbitration provisions of this Agreement:

- a. Decisions under benefits plans or the 401K plan that are subject to review procedures established by those plans; and
- b. Matters expressly excluded from the Grievance and Arbitration provisions of this Agreement anywhere else in this Agreement.

Section 3: Grievance Procedures. All grievances under this Article shall be in writing. Efforts to adjust grievances shall be made on ACLU-NC/LF work time within reason. The Employer and the WBNG mutually agree to suspend grievances that are also a part of an employee's lawsuit or complaint before an administrative agency.

- a. Step 1: Initial Meeting. The immediate supervisor, Department Head, Executive Director or ACLU-NC/LF Board President, as appropriate to the grievance, shall hold a meeting within ten (10) business days of the date the written grievance was received. A decision from management shall be issued in writing to the employee(s) and the WBNG within five (5) business days after the meeting.

- b. Step 2: Second Level Review. In the event that the matter is not resolved in Step 1 to the satisfaction of the WBNG, the WBNG shall submit the written grievance to the ACLU-NC/LF Board President for review no later than fifteen (15) business days after the Step 1 decision was received; not later than fifteen (15) business days from the meeting if no decision was offered. A meeting for second level review will be held within ten (10) business days of the date the written grievance was received by the next level. The next level reviewer shall provide a written decision to the employee(s) and the WBNG within ten (10) business days after the meeting.

Section 4: Arbitration. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled informally or through the Grievance procedures may be submitted to final and binding arbitration by either party. A demand for binding arbitration must be submitted within thirty (30) calendar days of ACLU-NC/LF's written response or, if no written response is provided, within thirty (30) calendar days of the meeting. The parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration.

If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate an odd-numbered panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. No party shall strike qualified panelists for improper purposes, including, but not limited to, race, gender identity or expression, management experience, or college or postgraduate degrees. All fees and expenses of the arbitrator shall be shared equally by the parties, except for late cancellation fees which the arbitrator may assess in full at their discretion to the party responsible for such late cancellation. Each side shall pay the cost of preparation and presentation of its own case. In all cases, the cost of arbitration, excluding attorney's fees and the cost of a transcript ordered by a single party, shall be borne equally by the WBNG and the Employer. The cost of a transcript order by one party and attorney's fees shall not be shared.

Arbitrator's Limited Scope of Review: The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding.

The parties may jointly request that the arbitration decision be made on an expedited basis, in which case a decision shall be rendered within seven (7) calendar days from the close of the arbitration hearing and may consist solely of a statement of conclusions and remedies. In all other cases, a detailed written decision shall be rendered by the arbitrator within thirty (30) calendar days following the submission of any post-hearing briefs by the parties.

Section 5: Changes by Mutual Agreement. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties. If the WBNG fails to exhaust remedies under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed abandoned. If any responses are not received within the prescribed time limits, the WBNG may move the grievance to the next Step of the grievance procedure.

In the event an employee is discharged and elects to file a written grievance pursuant to this section, such grievance shall be submitted directly to Step 2 of the grievance procedure as the initial Step of the procedure.

Section 6: Non-Retaliation. The Employer shall not retaliate against an employee who in good faith files a grievance or otherwise complains or raises concerns about management, conditions of their employment, or implementation of this Agreement. This provision expressly includes but is not limited to ethical concerns raised by employees and actions that could fairly be characterized as whistleblowing.

#### **ARTICLE 20: NOTICE BY EMPLOYEE OF VOLUNTARY RESIGNATION**

The WBNG, the Employer, and the employees agree that the expectation under normal circumstances is for employees who are voluntarily resigning to provide advance notice (typically no less than two weeks) in order to facilitate the transition of work and responsibilities.

#### **ARTICLE 21: NO STRIKE - NO LOCKOUT**

During the term of this Agreement, there shall be no lockouts, and there shall be no strikes. In addition, there shall be no secondary strikes, no slowdowns, and no sickouts.

#### **ARTICLE 22: OUTSIDE ACTIVITIES**

Section 1: Expression of Personal Viewpoints. The ACLU-NC/LF is dedicated to protecting freedom of expression and is sensitive to the need to protect free speech rights of members of its own governing boards, staff, and other leaders against unwarranted interference by the ACLU-NC/LF. It welcomes expression of diverse views within the organization and supports the right of all persons to express their personal views on any topic. When it is reasonably foreseeable, however, that public expression of personal views may be considered statements of organizational policy or position, or when expressed views diverge from organizational policy or position or concern controversial matters, care must be exercised to distinguish the individual's personal views from those of the ACLU-NC/LF. Speech that violates our sexual harassment policy or is otherwise discriminatory or harassing is not protected.

An express disclaimer is necessary when expressions of personal views may reasonably appear to commit the organization to positions on controversial issues or on candidates for elective or appointed office. Employees are expected to exercise good judgment in distinguishing between personal views and those of the organization.

Section 2: Activities During Working Hours. Permission from the Executive Director must be obtained before an employee engages in any outside activities during working hours (e.g., teaching, speaking, consulting) for which an employee receives compensation that is not an honorarium. This applies even if the outside activity is related to the ACLU-NC/LF's work or advances organizational goals. If approved, no more than a de minimis amount of organizational assets and resources may be used for such activities without prior approval and cost reimbursement.

Consistent with law, the copyright for any work made for hire by an employee of the ACLU-NC/LF is the property of the ACLU-NC.

Section 3: Practice of Law by ACLU-NC/LF Attorneys. For insurance purposes and to avoid potential conflicts and interference with job-related responsibilities, ACLU-NC/LF attorneys must inform and obtain the prior approval of the Legal Director and Executive Director if they perform legal work other than for the organization (including work for family members and friends) and, if so, the kind of work performed, the time required, and whether they are paid for such work. This pre-approval requirement does not apply

to an attorney's provision of short term, informal legal advice or assistance to a family member, friend, or community member/organization, provided such legal advice or assistance does not consume more than five (5) hours per month, does not constitute actual representation of an individual or organization in negotiations or any court or administrative proceedings, and does not violate the North Carolina Rules of Professional Conduct. In providing any legal advice or assistance outside the organization, where there is any possibility for confusion about whether the attorney is working in their capacity as an ACLU-NC/LF attorney, the attorney must make clear that they are providing advice or assistance in their individual capacity and not as a representative of ACLU-NC/LF.

Section 4: Honoraria. Except where there is a clear intent for an honorarium to be given to the ACLU-NC/LF (such as a check made out to the ACLU), an employee receiving an honorarium may keep it.

Section 5: Gratuities. Employees are not permitted to accept money or any other gratuity from clients.

Section 6: Concurrent Work, Employment or Fellowship. Any employee who is considering possible concurrent work, employment, or a fellowship, and such work, employment, or fellowship is reasonably foreseen to overlap in scope with the employee's work at ACLU-NC/LF shall consult with the Executive Director before accepting the concurrent work, employment, or fellowship. If it is determined that the concurrent work, employment, or fellowship would create a conflict of interest or the appearance of a conflict of interest, the employee will decline the concurrent work, employment, or fellowship.

Section 7: Leave for Unpaid and Paid Fellowships. Regular Full-Time Employees who receive a fellowship that cannot be completed concurrent with the employee's employment at ACLU-NC/LF are eligible to apply for one (1) unpaid fellowship leave of absence not to exceed twenty-six (26) weeks after one (1) year of employment. Regular Full-Time Employees may be eligible for paid fellowship leave or supplemental funding if the fellowship does not provide compensation or funding equal to or exceeding their usual earnings and benefits, if the opportunity fits within the employee's field of expertise or professional development area(s) and learning and experience from the fellowship can be brought back to and used for the benefit of the ACLU-NC/LF. Approval for unpaid and paid opportunities must be made to your supervisor and the Executive Director before accepting any such award. Approval requests should include a well thought out case for how this fellowship will improve the work of the ACLU-NC/LF and a plan detailing how the employee's responsibilities will be covered in the employee's absence. While away on a fellowship, the ACLU-NC/LF will maintain the employee's insurance benefits as if the employee were still working. Holiday Pay will not be paid during a Fellowship Leave. Paid Vacation Time and Paid Health Care Leave will accrue as if the employee were still working unless the Fellowship provides similar paid time off. Regardless of whether or not the Fellowship provides similar paid time off, Paid Vacation Time and Paid Health Care Leave will stop accruing during Fellowship Leave after six (6) months. Time spent on Fellowship Leave will count toward years of service where years of service determine benefits or leave entitlements under this Agreement.

## **ARTICLE 23: TRAVEL AND REIMBURSEMENT**

Employees of the ACLU-NC/LF may be required to travel or incur other expenses from time to time to conduct organizational business and to further the mission of the organization. Expenses submitted that do not comply with the following procedures may not be reimbursed.

Section 1: Credit/Debit Cards. All employees will be offered an ACLU-NC/LF issued credit/debit card. Use of credit/debit cards for expenses must follow the guidelines below. The ACLU-NC/LF will set the initial



spending limits on the credit/debit card based on its assessment of the need to incur reimbursable expenses in the employee's position.

Section 2: Submission of Expense Reports. Each employee must submit outstanding expenses for reimbursement by the fifth (5<sup>th</sup>) of every month for expenses incurred the previous month, utilizing the form, app, or software designated by the Employer.

- a. All information requested in the designated form, app, or software must be provided.
- b. Whenever available, original receipts or legible images of original receipts for all expenses should be included.
- c. If an employee cannot locate a receipt or if a receipt is not given for an expense, the employee must follow the designated procedure for reporting and documenting a missing receipt. The only exception is when the employee is using an ACLU-NC/LF issued credit/debit card and the expense is less than \$25.
- d. Submissions for expense reimbursements should be approved by the employee's supervisor and the Chief Financial Officer.
- e. Employees will be reimbursed for expenses through a direct deposit or a personal check.

Section 3: Requests for Increase in Spending Limits. Employees may request increases in spending limits on their ACLU-NC/LF issued credit/debit card due to temporary need, such as out of the ordinary travel, or due to an on-going need based on their experience in their position. Where the need for an increase is foreseeable, such requests must be submitted to the Chief Financial Officer or their designee at least 72 hours in advance of the need for an increase in spending limit. Such requests will not be unreasonably denied.

Section 4: Auto Rental.

- a. For trips that are 120 miles or more roundtrip, employees should rent a car through an ACLU-NC/LF preferred car rental agency or arrange for direct payment on the employee's behalf.
- b. If an employee is under 25 years of age, the ACLU-NC/LF will pay any "younger renter fees" that may be applied to the rental agreement.
- c. Employees are expected to rent the most affordable car reasonably available (usually economy) unless the employee obtains prior approval. AWD vehicles may be rented as necessitated by inclement weather. Additionally, larger vehicles may be considered if moving large amounts of materials or multiple people for ACLU-NC/LF events.
- d. Employees should never use the pre-pay fuel option for rental vehicles. Instead, employees should note the vehicle's fuel level before they depart and fill the vehicle to that level before returning it to the rental site.
- e. In the event of an accident while traveling, employees must notify their supervisor and the Chief Financial Officer as soon as reasonable and practicable.

- f. Employees must retain all paperwork given to them when renting a car and turn it in with the credit card receipt. This paperwork is required by the insurance company when submitting claims for rental car damage.
- g. Employees should consult the Chief Financial Officer for any issues concerning car rental arrangements.

#### Section 5: Personal Auto Reimbursement.

- a. Employees using their personal automobile for ACLU-NC/LF business must have both a valid driver's license and current comprehensive automobile insurance, including liability coverage. Without a valid driver's license and insurance, an employee will have no authority to travel for the ACLU-NC/LF utilizing their personal auto.
- b. Employees may use their own personal automobiles for travel under 120 miles.
- c. When employees use their personal automobile on approved ACLU-NC/LF business, the ACLU-NC/LF will reimburse employees at the current federal rate for mileage as established by the U.S. Internal Revenue Service. ACLU-NC/LF will also reimburse all parking fees and auto tolls.
- d. Employees should not use an ACLU-NC/LF credit/debit card for gas when traveling in a personal auto. Mileage reimbursements are inclusive of the cost of fuel.
- e. Mileage from the employee's home to the regular assigned work location is not a reimbursable expense. However, if the employee goes directly from home to another work assignment other than the regular work location the employee can expense the mileage.
- f. In order to receive reimbursement for mileage, the employee must complete an expense report specifying purpose of trip, miles traveled, point of origin and destination.
- g. The employee assumes the responsibility for all parking citations and traffic fines.
- h. In the event of an accident while traveling, employees must notify their supervisor and the Chief Financial Officer as soon as reasonable and practicable.

#### Section 6: Air Travel.

- a. Air travel will be via the most direct and economical means, accommodating the reasonable comfort and convenience of the employee.
- b. First/Business class travel is not permitted. ACLU-NC/LF will cover the cost of the least expensive economy class that includes allowance for overhead bin carry-on luggage on all flights - domestic and international unless the duration of the flight is more than 10 hours or in case of an emergency when economy class is not available.

- c. Employees can upgrade their plane ticket for more legroom on flights longer than 5 hours provided the cost does not exceed \$150 per flight. All other upgrades are at the employees' own expense.
- d. Use of "non-refundable" airfare is required unless approved in advance by the Chief Financial Officer or a refundable class of travel is less expensive.
- e. ACLU-NC/LF will pay for or reimburse employees for their first checked bag. Overweight or additional bag fees beyond the first bag will be reimbursed provided that the fees are a result of job responsibilities (e.g. ACLU-NC/LF presentation materials). Additional bags or overweight fees that are not associated with official ACLU-NC/LF business will be paid by the employee.
- f. Employees may retain all benefits from frequent flyer club memberships. Any dues for such clubs must be paid by the employee. Employees may not preferentially patronize airlines to accumulate frequent flyer miles if less expensive tickets are available on another, comparable airline.
- g. Change fees incurred due to travel plan changes for personal reasons or choices including missed flights will be at the employee's expense.

#### Section 7: Ground Transportation.

- a. ACLU-NC/LF will pay for or reimburse reasonable ground transportation to and from airports.
- b. Employees should utilize the most reasonable and inexpensive option for their ground transportation. If a courtesy ride is available at a hotel, employees should use this option. Employees are to use shuttles, rideshare services, and mass transit whenever possible.
- c. If part of a group and the fare is split, please note the cost-sharing on the expense report. Employees should carpool if possible.
- d. ACLU-NC/LF will pay or reimburse up to 20% post-tax gratuity for taxi or rideshare drivers.

#### Section 8: Lodging.

- a. ACLU-NC/LF will reimburse employees for reasonable lodging expenses at accommodations that meet industry accepted business travel standards with reference to comfort, convenience and cost.
- b. Employees must be reasonable when selecting lodging accommodations.
- c. Airbnb's or other such lodging options may be utilized as employees prefer so long as they do not incur expenses in excess of the hotel lodging option.

- d. All hotel reservations will be guaranteed to an ACLU-NC/LF credit/debit card. When needed, it is the affected employee's responsibility to cancel hotel reservations within the timeframe required by the hotel cancellation policy. Employees must obtain a cancellation number when canceling a hotel reservation. The ACLU-NC/LF will not reimburse hotel "no-show" fees, unless approved by the employee's supervisor.
- e. When the lodging is at a conference or convention site, expenses or reimbursements will be limited to the conference rate. Conference registration fees and hotel lodging costs will be paid directly by the ACLU-NC/LF whenever possible.
- f. Employees who, for reasons beyond their control, are unable to secure lodging at an economical rate within accepted business travel standards may seek an approval from the Executive Director in advance.
- g. The ACLU-NC/LF will not pay for any personal expenses such as pay-per-view movies, mini bar expenses, dry cleaning services, etc.
- h. Actual and reasonable laundry expenses will be reimbursed. Receipts must be provided. This applies only after the employee has been away from home for five (5) consecutive days, or if the trip has been unexpectedly extended.
- i. The ACLU-NC/LF will reimburse gratuity for hotel workers in accordance with the Fair Hotel Tipping Guide, available at <https://www.fairhotel.org/tipping-guide>.

#### Section 9: Meals and Entertainment.

- a. Travel meal reimbursements should only be for expenditures that an employee makes while traveling and which they would not ordinarily incur. Employees should be reasonable in meal purchases as with other travel-related expenses.
- b. Single Day Travel: Employees engaged in work on behalf of the ACLU-NC/LF that places them out of the office for more than six (6) hours on a given day with no overnight travel, will be reimbursed for meals at \$50/day per diem.
- c. Overnight: Employees engaged in work on behalf of the ACLU-NC/LF that places them away from home overnight, will be reimbursed for meals at \$65/day per diem. On the first and last day of an employee's overnight travel, the ACLU-NC/LF will reimburse meals if the employee is away from home more than four (4) hours at the single day per diem rate.
- d. Employees who are out of the office attending a conference/training/event where meals are provided will not be reimbursed for those meals. Should an employee need to forego an included meal or if only limited meals are provided at the conference/training/event, ACLU-NC/LF will reimburse meals up to \$65 per day.
- e. Entertainment expenses are not reimbursable except with approval from the employee's supervisor.

- f. Meals may be charged to an ACLU-NC/LF credit/debit card or may be paid for by the employee and submitted for reimbursement. Expense or reimbursement reports must be accompanied by appropriate receipts.
- g. When employees travel to locations where costs of meals are higher than the established reimbursement rates (such as travel to large cities), employees should submit a request to the employee's supervisor to alter the reimbursement rates for meals for the trip.
- h. Employees should write down tip amounts and the total payment on their receipts. ACLU-NC/LF will pay for or reimburse up to 20% post-tax gratuity on meals.
- i. ACLU-NC/LF will not pay for alcohol purchases on meal receipts. Employees purchasing alcohol with travel meals should obtain and submit a separate receipt for the meal portion only; or pay for the entire meal personally and then request reimbursement for the non-alcohol charges.

Section 10: Non-Reimbursable Expenses. Non-reimbursable expenses include, but are not limited to: airline club dues, rental car club membership fees, airline headset rental, in-room movies, fines for traffic violations, insurance on life or personal property while traveling, purchase of clothing and/or other personal items, expenses for family, child, pet, home and property care while on a trip. If an expense is not expressly identified in this Article as reimbursable or non-reimbursable, the employee should seek approval before incurring the expense. Failure to do so may result in the expense not being reimbursed.

## **ARTICLE 24: MISCELLANEOUS PROVISIONS**

Section 1: Office Location. The provisions of this Agreement shall apply with equal force to all unit members regardless of their physical office location. The ACLU-NC/LF retains the right to determine the location of its physical offices and to determine the physical office to which new or vacant positions are assigned. The assignment of employees to specific workspaces/offices within a physical office building will be delegated to the Labor Management Committee.

Section 2: Office/Work Equipment. Each employee shall be provided with a chair, desk or work surface, laptop computer and other tools necessary to perform their work at one of the ACLU-NC/LF's physical office locations. The Employer, in its discretion, will consider requests for additional equipment. Decisions regarding such requests will be based on the specifics of the Employee's request, job requirements (including whether the Employer requires the employee to work remotely), budgets, and other legal requirements. No request for equipment needed to perform their essential duties at one of the ACLU-NC/LF's physical office locations, including ergonomic equipment for the purpose of avoiding repetitive stress injuries, shall be unreasonably denied. ACLU-NC/LF will not be responsible for providing additional equipment to employees who elect to work remotely at a location of their choosing. Employees seeking special equipment as a "reasonable accommodation" will provide documentation of the need for the accommodation upon request.

To offset expenses Employees incurred during the transition to full-time remote work during the COVID-19 pandemic, the Employer, within thirty (30) days of the Effective Date of this Agreement, will issue a one-time \$400 stipend to each unit member who was required to work remotely due to the COVID-19 pandemic.

Section 3: ACLU-NC/LF Equipment. ACLU-NC/LF owned equipment may be provided for use by employees. Employees agree to take reasonable steps to keep such equipment safe and secure and follow protocols established by ACLU-NC/LF for use of such equipment. Employees are to notify a member of the senior leadership team of any loss of or damage to any ACLU-NC/LF equipment. Employees also should notify a member of the senior leadership team of any loss of personal or office property or suspicious activity in or around ACLU-NC/LF facilities as soon as they are able to do so safely.

Section 4: Mobile Phones. Employees agree to take reasonable steps to keep mobile phones secure. Employees may select between two options for maintaining mobile phone communications for work. Employees will be provided details regarding the terms, conditions and policies applicable to each option before being asked to select a cell phone option. Regardless of the option selected Employees will be required to install and utilize certain security applications designated by the ACLU-NC/LF. ACLU-NC/LF will not use cell phones, software, or apps to engage in location tracking or surreptitious surveillance of employees and/or their personal data.

Option 1: Employees may obtain a cell phone and service at their own personal expense and receive up to \$62 per month as reimbursement toward the cost of a cell phone and service. These reimbursements require receipts for tax purposes and are considered taxable income if no receipts are provided.

Option 2: Employees may be provided a cell phone and service through the Employer's plan, subject to the terms and conditions of the service plan and the Employer's policies applicable to cell phones. Employees will be given the opportunity to change their option if there is a substantive change in the terms, conditions and policies applicable to the Employer's cell plan

## **ARTICLE 25: LAYOFF AND RECALL**

Section 1: Layoff. The Employer will institute layoffs only in the events of economic necessity. While the ACLU-NC/LF will attempt to avoid layoffs, in the event that the Employer determines layoffs are necessary, the Employer will comply with the following:

- a. Notice. The ACLU-NC/LF will give the WBNG forty-five (45) calendar days' notice of their intent to layoff Bargaining Unit Employees. The notice will inform the WBNG of (a) the number of employees to be laid off in each department, (b) the reason for the layoff, (c) the identity by position and name of the Bargaining Unit Employees to be laid off, (d) the reason each Bargaining Unit Employee was selected for layoff, and (e) the date of the layoff.
- b. Bargaining. The ACLU-NC/LF will meet and confer with the WBNG regarding alternatives to layoffs and bargain in good faith regarding the effects of layoffs during the forty-five (45) calendar day notice period. These meetings will focus on the shared goal of reducing the scope of the layoff and its impact upon employees.
- c. Selection for Layoff. Factors the Employer may consider in selecting the Bargaining Unit Employees to be laid off include programmatic needs and operational continuity for the department, transferable skills, multilingual needs, and the diversity, equity and belonging goals of ACLU-NC/LF. All other factors being equal, the qualified employees with the most seniority within the department shall be retained.

- d. Severance. All Bargaining Unit Employees who are laid off shall receive the following severance and paid COBRA or state continuation coverage for the employee (spouse or dependent COBRA coverage would be paid for by the employee):

Completed Years of Service	Severance	Paid COBRA
Less than 1	2 weeks	1 month
1	3 weeks	1 month
2	4 weeks	2 months
3	5 weeks	2 months
4	6 weeks	3 months
5	7 weeks	3 months
6	8 weeks	3 months
7	9 weeks	4 months
8	10 weeks	4 months
9 or more	11 weeks	4 months

Section 2: Recall. There shall be a one (1) year recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least three (3) weeks prior to the expected date of recall. The Employer shall email the employee's last known personal email address and send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the WBNG. The notice shall advise the employee that they have ten (10) business days after receipt to accept recall in writing. If the employee fails to make such arrangements within the time specified, unless for good cause shown, they shall lose their right to return to ACLU-NC/LF.

**ARTICLE 26: SAVINGS CLAUSE**

If any provision in this Agreement is found to be in conflict with any applicable federal, state, or local law or regulation, the remaining provisions of the Agreement shall remain in full force and effect and the conflicted provision shall be void. The Employer and the WBNG agree that should any provision of this Agreement become in conflict with any applicable federal, state, or local law or regulation, both parties shall bargain over changes to the affected Article(s) or Section(s).

**ARTICLE 27: DURATION AND RENEWAL**

This agreement will take effect as of August 1, 2022 and will remain in effect until August 1, 2025 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

**DATE:** 2022-08-01

**DATE:** 2022-08-01

**FOR ACLU-NC/LF**



Jefferson Parker

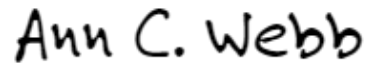
**FOR WASHINGTON-BALTIMORE NEWS GUILD**



Alicia Lee



Jaclyn Maffetore



Ann Capps Webb



Evan Yeats



## APPENDIX A—DEFINITIONS

<p><b>Arbitration:</b> A method of resolving disputes between management and labor by submitting the dispute to a neutral third party for decision.</p>
<p><b>Board:</b> The Board is the Board of Directors of the ACLU-NC/LF.</p>
<p><b>Business Days:</b> Monday through Friday in each week, excluding holidays recognized in the Agreement.</p>
<p><b>Calendar Days:</b> Each day shown on the standard calendar beginning at 12:00 am and ending at 11:59 pm.</p>
<p><b>Calendar Year:</b> A twelve-month period beginning January 1 and ending December 31.</p>
<p><b>Employee:</b> Any person employed by the ACLU-NC/LF in a paid position. Any designation as an Employee shall at all times conform to the National Labor Relations Act definition of “Employee.” In the Agreement, employee refers to employees within the Bargaining Unit.</p>
<p><b>Executive Director:</b> Executive Director is the Employee hired by the Board to serve as the leader of the ACLU-NC/LF. As set forth in the ACLU-NC/LF bylaws: The Executive Director shall be responsible to the Board. The Board has the power to remove the Executive Director, in accordance with organization policy. The Executive Director is responsible for hiring and supervising other staff.</p>
<p><b>Grievance:</b> A complaint that the bargaining agreement or other policies, procedures or practices of an employer have been violated.</p>
<p><b>Lockout:</b> An employer's refusal to allow employees to work or to be paid.</p>
<p><b>Nonpartisan:</b> Not biased toward or against or otherwise affiliated with a particular political party.</p>
<p><b>Pay Period:</b> A semi-monthly period ending on the fifteenth (15<sup>th</sup>) and the last day of each month, or the closest preceding workday, used for wage payments to Employees.</p>
<p><b>Reasonable or Reasonably:</b> An ordinary degree of reason, prudence, care, foresight and intelligence applied to the facts and circumstances.</p>
<p><b>Regular Full-Time Employee:</b> An employee who regularly works at least thirty (30) hours per workweek and who is not a Temporary Employee, Intern, Work-Study Student, or Fellow.</p>
<p><b>Regular Part-Time Employee:</b> An employee who regularly works less than thirty (30) hours per workweek and who is not a Temporary Employee, Intern, Work-Study Student, or Fellow.</p>
<p><b>Secondary Activities:</b> Strikes, picketing, boycotts, or other activities directed by a union against an employer with whom it has no dispute, in order to pressure that employer to stop doing business with, or to bring pressure against another employer with whom the union does have a dispute.</p>
<p><b>Sickout:</b> A job action involving employees failing to report to work on the same day and claiming to be sick.</p>

<b>Slowdown:</b> A job action involving employees working at less than normal efficiency.
<b>Strike:</b> A work stoppage by employees acting together by refusing to work in order to gain a bargaining concession or persuade the employer to take certain action.
<b>Supervisor:</b> As defined under the National Labor Relations Act.
<b>Work Days:</b> Days on which an employee is regularly scheduled to work. When referring to all employees, it refers to days that are normal office hour days.

## Memorandum of Understanding

For the purposes of implementing this first collective bargaining agreement, Article 14, Salaries, shall take effect April 1, 2022. All other articles take effect August 1, 2022.

DATE: 2022-08-01

DATE: 2022-08-01

FOR ACLU-NC/LF

FOR WASHINGTON-BALTIMORE NEWS GUILD

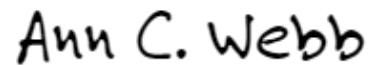


Jefferson Parker

Alicia Lee



Jaclyn Maffetore



Ann Capps Webb



Evan Yeats

# Signature Certificate

Reference number: WQUCX-ZP2UE-HG3H6-XJDDP

Signer	Timestamp	Signature
<b>Evan Yeats</b> Email: <a href="mailto:eyeats@wbng.org">eyeats@wbng.org</a> Sent: 01 Aug 2022 15:01:48 UTC Viewed: 01 Aug 2022 15:01:51 UTC Signed: 01 Aug 2022 15:02:23 UTC		 IP address: 108.31.16.111 Location: Washington, United States
<b>Ann Webb</b> Email: <a href="mailto:ann.capps.webb@gmail.com">ann.capps.webb@gmail.com</a> Sent: 01 Aug 2022 15:01:48 UTC Viewed: 01 Aug 2022 15:27:03 UTC Signed: 01 Aug 2022 15:29:29 UTC		 IP address: 136.56.79.159 Location: Raleigh, United States
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<b>Jaclyn Maffetore</b> Email: <a href="mailto:jaclyn.maffetore@gmail.com">jaclyn.maffetore@gmail.com</a> Sent: 01 Aug 2022 15:01:48 UTC Viewed: 01 Aug 2022 15:32:49 UTC Signed: 01 Aug 2022 15:34:44 UTC		 IP address: 174.108.130.18 Location: Raleigh, United States
<b>Recipient Verification:</b> ✓ Email verified	01 Aug 2022 15:32:49 UTC	
<b>Alicia Lee</b> Email: <a href="mailto:leealician@gmail.com">leealician@gmail.com</a> Sent: 01 Aug 2022 15:01:48 UTC Viewed: 01 Aug 2022 15:33:39 UTC Signed: 01 Aug 2022 15:35:57 UTC		 IP address: 174.108.130.18 Location: Raleigh, United States
<b>Recipient Verification:</b> ✓ Email verified	01 Aug 2022 15:33:39 UTC	

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# Signature Certificate

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Signer	Timestamp	Signature
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<b>Recipient Verification:</b> ✓Email verified	01 Aug 2022 15:02:44 UTC	IP address: 162.198.200.23 Location: Carrboro, United States

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