

COLLECTIVE BARGAINING AGREEMENT

Between
ACLU of West Virginia
and
ACLU-WV Staff Union

October 16, 2021 through October 31, 2024

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PREAMBLE

The parties to this Agreement, the ACLU of West Virginia (herein referred to as “Employer” or “ACLU WV” and ACLU of West Virginia United (herein referred to as “employees” or “staff”), after much discussion and constructive dialogue, enter into this Agreement, commencing with this Preamble, which is intended to be a clear articulation of the parties’ core values, goals, and commitment to the sentiments set forth herein. Some of these core values and goals are discussed further in specific articles of this Agreement. However, in order to stress their critical importance, the parties include them in this Preamble.

- **Diversity, Equity, Inclusion and Belonging** – The parties have committed themselves to an inclusive workplace, respect for differences and fairness for and between all employees at all levels to ensure their fullest degree of success within the organization. Further, the parties are committed to the principles of affirmative action and the premise that expanding diversity within the organization enhances the work experience for everyone and furthers the understanding of the organization’s mission. ‘
- **Mutual Respect – Free Exchange of Ideas** – An atmosphere of mutual respect toward differences at all levels of the organization is indispensable to the work process and enables the free exchange of ideas that is the basis of a successful organization. Further, it is essential to create a vibrant organization and workforce comprised of individuals with unique perspectives and backgrounds. Open discussions, including differing viewpoints, are welcomed and will not result in adverse employment action. This type of open, respectful interaction is consistent with the organization's democratic values and the expression of diverse and dissenting viewpoints. It is understood that while employees’ opinions and views are highly valued, ultimately, final decision-making authority rests with the Employer. Additionally, the Parties are committed to cultivating a work environment free from bullying at all levels of the organization. For the purposes of this Agreement, bullying is defined as: unwanted, aggressive behavior that is repeated over time. Bullying includes such actions as: making threats, spreading rumors, and attacking another person physically or verbally with the intent to control or harm that person or others. Bullying by any person or group of people at any level within the organization is unacceptable and will not be tolerated.
- **Commitment to Education and Training on Important Topics** – The parties are fully committed to continuing education and training at all levels of the organization on the following important topics, including, but not limited to: anti-racism, EDIB, unconscious bias, gender bias, class bias, cultural competency, harassment and bullying. The parties value the concept of “life-long learners” and encourages employees at all levels of the organization to embrace that concept along with a commitment to mentoring.
- **Building and Maintaining Harmonious Employment Relations** – The parties and employees at all levels of the organization are fully committed to collective bargaining, a collaborative, constructive, mutual process, to provide fair and equitable treatment to all employees, to promote the mission of the organization, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt, respectful and equitable resolution of disputes.

ARTICLE 1. UNION RECOGNITION

Section 1. The American Civil Liberties Union of West Virginia and the American Civil Liberties Union of West Virginia Foundation, collectively referred to as "The Employer" or herein, hereby recognizes the Union as the sole and exclusive bargaining representative of all regular full and part-time employees of the Employer, excluding all supervisors, managers, confidential employees, and fiscally-sponsored project employees.

Section 2. The Employer shall notify the Union in writing within thirty (30) days of a decision to eliminate or not fill a vacant bargaining unit position. Upon request by the Union, the Employer shall indicate the reasons for such decision and discuss such decision with the Union. The Employer shall bargain concerning the effects of any such decision on the bargaining unit.

Section 3. Prior to creating any new job classification/title/position, the Employer shall provide the Union with a copy of the proposed job description and qualifications for the new position, and shall meet and confer with the Union over whether such classification/title/position should be included in the bargaining unit. If the classification/title/position is included in the bargaining unit, the Employer will again, meet and confer with the Union over the terms and conditions of the classification/title/position, and the job duties for the position. If, after meeting and conferring as set forth above, the parties do not agree as to the inclusion or exclusion of the classification/title from the bargaining unit, the Union may challenge the Employer's decision in accordance with the provisions of the grievance and arbitration procedures under this Agreement.

Section 4. Employment Categories:

- A. REGULAR FULL-TIME employees work a minimum of 35 hours per week and are eligible for full employee benefits on the 31st calendar day of their employment.
- B. REGULAR PART-TIME employees work a schedule of less than 35 hours per week. They are eligible for full employee benefits on the 31st calendar day of their employment if they routinely work 21 or more hours per week.
- C. TEMPORARY EMPLOYEES are hired for a limited period of less than six months and are not eligible for employee benefits. Temporary employees are not included in the bargaining unit
- D. PROBATIONARY EMPLOYEES. All newly hired persons shall be employed on a probationary status for the first 180 days of employment. Supervisors may extend the probationary period for up to an additional 180 days by written notice to the employee giving the reasons for the extension. Probationary employees are eligible for full employee benefits on the 31st calendar day of their employment if they routinely work 21 or more hours per week. A new employee shall have all the rights and benefits

under this Agreement, except for grievance and arbitration procedures set forth below.
(See Article 6 Probationary Period.)

ARTICLE 2. DUES CHECK-OFF

Section 1. Check-Off Deductions

Upon receipt of written authorization from the employee, the Employer shall, by no later than the second payroll period after receipt of the authorization, begin deducting the duly approved amount of dues and fees as certified by the Union from the wages due to the employee each paycheck, subject to the restrictions of any law or regulation.

Section 2. Remission of Check-Off

The Employer shall remit the full amount of all deductions for check-off to the Union within ten (10) days after the payroll period in which the deduction was made. All remittances to the Union shall be accompanied by a list specifying the employees from whom deductions were made and the amount of the deduction from each individual listed.

Section 3. Notification

The Employer shall notify the Union of the name, address, title, starting date and rate of pay for each bargaining unit employee at the time of hire and thereafter at the time of any change.

ARTICLE 3. UNION BUSINESS

Section 1. The Employer and the Union representative will cooperate in ascertaining all facts in order that an amicable adjustment can be made to any investigation or dispute.

Section 2. One person designated by the Union shall be permitted to investigate a grievance on work time, provided the designated person has received their supervisor(s)'s approval. The designated person also shall be permitted to use work time in order to be present with and to represent any Union member during disciplinary and/or investigatory interviews which could reasonably result in discipline between the member and representatives of the Employer, provided, absent exigent circumstances, the designated person has given at least one days' advance written notice to their supervisor(s) and is able to complete their work in a timely manner.

Section 3. One person designated by the Union shall be given release 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, provided, absent exigent circumstances, the designated person has given at least one days' advance written notice to their

supervisor(s) and is able to complete their work in a timely manner.

Section 4. One person designated by the Union shall be given release time of no more than one (1) hour to provide new employees with union orientation, provided they have given at least one days' advance written notice to their supervisor and are able to complete their work.

Section 5. The Union shall be permitted to have reasonable use of the Employer's premises for the following purposes:

- a. Email: The Union may use the Employer 's email server to communicate with Union members for non-partisan Union business to the extent required by law.
- b. Bulletin Board: The Employer shall designate a space in each geographically separate office for a bulletin board for the Union's exclusive use of providing non-partisan information to its members. Postings must be authorized by a Union representative. The Union Bulletin Boards will be clearly marked as Union property and will not display information of the ACLU. Management may notify the Union of any materials that it considers defamatory or otherwise could create liability for the organization, at which time management may remove the posting.
- c. Confidentiality : All ACLU, ACLU Foundation, ACLU of WV, and ACLU of WV Foundation membership information and lists, funder information and lists, donation and donor information and lists, volunteer lists, or any lists containing the names, addresses, emails, phone numbers, or other personally identifiable information of Management, ACLU of WV Boards of Directors, the National ACLU Board of Directors, the ACLU Foundation of WV, Inc. Board of Directors, and/or National ACLU Foundation Board of Directors shall be considered highly confidential and shall not be made available to or be used by the Union. A violation of this policy could result in disciplinary action.

ARTICLE 4. EQUITY, INCLUSION AND NON-DISCRIMINATION

The Employer has committed itself to an inclusive workplace, respect for differences and fairness for all its employees to ensure their fullest degree of success within the organization. The Employer is committed to affirmative action principles and the premise that expanding diversity within the organization enhances the work experience and furthers the understanding of the Employer's mission. Employer is fully committed to training on such important topics including, but not limited to, anti-racism, EDIB, unconscious bias, bullying, and harassment. The Employer will create opportunities for staff to receive training specifically geared toward understanding how race and racial bias and the intersection of race/ethnicity, gender identity, sexual orientation, religion, and/or other aspects of one's identity can impact organizational culture and our ability to

effectively fulfill our mission.

A training on at least one of the above topics shall occur on an annual basis and will be considered hours worked. The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, immigration status, criminal background, marital or parental status, family relationship, sexual or affectional orientation, gender identity or expression, political party affiliation, or mental or physical disabilities which may be reasonably accommodated.

The Employer's hiring standards shall be consistent with those required to perform the job. Moreover, the Employer is fully committed to diversifying the organization and continuing to provide equal employment opportunity to all qualified applicants and employees. The Employer shall seek a diverse pool of applicants for all opportunities and responsibilities within the organization.

The Employer will maintain and enforce a policy on harassment, including sexual harassment that is shared with the Union in order to maintain a harassment-free work place. There will be no retaliation or other adverse action taken against an individual who makes a good-faith complaint, reports an incident of discrimination, harassment, or other violation of ACLU Policy or who in good faith provides information in the course of the investigation of such a complaint or report.

The Employer, Union, and employees agree that each firmly believes in equal rights and opportunity for all employees and that for the duration of the Agreement none shall discriminate against any employee in any manner which would violate any applicable laws because of said individual's age, race, color, creed, sex, gender, gender identity or expression, religion, ancestry, ethnicity, national origin, citizenship status, veteran status, economic status, mental or physical disability or handicap, genetic information, sexual orientation, marital status, political affiliation, or other characteristic protected under state or federal law, nor shall the Employer, Union, or employees discriminate against any employee because of the employee's non-membership or membership in the Union. The Employer's commitment to equal employment opportunity and non-discrimination applies to all aspects of employment.

ARTICLE 5. HEALTH AND SAFETY

The Employer shall provide decent, safe, healthy and professional working conditions. Employees will promptly report any unsafe or hazardous conditions or circumstances to the Employer. The Employer and all employees agree to comply with all local, state and federal laws and regulations relating to workplace safety and health.

The Employer and the Union shall cooperate fully in matters contained in this Agreement having to do with safety and health of employees, clients, visitors, and the public.

ARTICLE 6. PROBATIONARY PERIOD

Section 1. A new employee shall have all the rights and benefits under this Agreement, except for grievance procedures and just cause provisions as set forth below. An employee's date of hire shall be the Employee's first day of work. Employees shall serve a probationary period of 180 days from the date of hire. Such probationary employees may be terminated at any time during

their probationary period for any reason without recourse to the grievance procedure in this Agreement. Upon the completion of the 180 day probationary period, the Employee shall automatically become a regular employee. If an Employee does not actually work for a consecutive period of one (1) month, the probationary period shall be extended by that amount of time the Employee was absent from work.

Section 2. The Employer may extend the probationary period up to an additional 180 days due to unsatisfactory job performance, without recourse to the grievance and arbitration procedures of this Agreement. The Employer will notify the employee and the Union in writing of the employee's probationary period extension. A newly hired Employee whose performance is deemed unsatisfactory at the sole discretion of the Employer during the probationary period or any extension thereof up to an additional 180 days, may be terminated prior to the expiration of said period and such action is without right of appeal and is not subject to the grievance and arbitration procedures of this Agreement. A probationary period will be deemed satisfactorily completed unless the Employee's services have been terminated before the completion of the probationary period, or any extension thereof.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 1. Office Hours

The Employer's regular work schedule is 9:00 a.m. to 5:00 p.m. Monday through Friday, with a one-hour lunch break each day. Modified work week schedules may be necessary, including work performed after 5:00 p.m. and on weekends.

Section 2. Hours of Work

Full-time employees work at least thirty-five (35) hours per week on a regular basis. In addition, employees may take a paid one-hour break for lunch each day. Thus, the standard Employer work week is 40 hours (which includes one-hour paid lunch breaks). Non-exempt employees must secure approval from their supervisors before working more than 40 hours in a week. Exempt employees shall be expected to work reasonable amounts of overtime as a condition of employment. Employees who are working more than an average of 50 hours per week or otherwise feel that they are working unreasonable amounts of overtime shall meet with their supervisor to make a plan to address workload concerns.

Section 3. Flexible Schedules

The Employer recognizes that flexible schedules are key to hiring and retaining a diverse staff. Allowing employees to work outside of the standard schedule can contribute significantly to gender equality in the workplace, and allows employees of diverse backgrounds and lower economic means to work and thrive in the nonprofit sector.

Employees may request flexible schedules that vary from the normal business hours. The Executive Director, or their designee, will evaluate and respond to requests for flexible work schedules, based upon the current operational needs of the Employer. Requests will not be unreasonably denied. Denials of initial flexible schedule requests are subject to the Grievance and Arbitration provisions of this Agreement. If a request is granted, a copy of the written

approval of an alternate work schedule shall be included in the Employee's personnel file.

All pre-existing flexible work schedules outside the hours of 9:00 am and 5:00 pm, and to remote work arrangements in effect prior to the ratification of this Agreement will remain in effect, subject to the operational needs of the Employer.

The Employer reserves the right to modify or discontinue such arrangements after providing 30 days' notice to the applicable employee and the Union Representative, except for employees hired on a flexible work schedule who shall be given ninety (90) days' notice. The Employer's decisions relating to the modification or discontinuance of flexible work schedules or remote work arrangements are not subject to the Grievance and Arbitration provisions of this Agreement.

Section 4. Flexible Paid Time Off for Exempt Employees

Exempt employees may sometimes be required to work a reasonable number of hours beyond forty (40) hours per week and/ or during paid holidays due to the nature of their jobs. The Employer recognizes that exempt employees may work demanding schedules, and the Employer will continue the existing practice of offering flexible paid time off to all exempt employees who work significant hours over their regular workweek or who work over the weekend after having worked a regular workweek. An Employee may take paid time off for the extra hours worked during the same pay period. If taking time off during the same pay period is not possible, an Employee may make a request to take paid time off to their supervisor(s). This flexible paid time off shall be discussed and expressly agreed to between the exempt employee and their supervisor(s) in advance of taking paid time off and will not be subject to the Grievance and Arbitration provisions of this Agreement. Flexible paid time off utilized outside of the pay period during which an Employee worked extra time should be used as close in time to the extra work as feasible.

Section 5. Overtime for Non-Exempt Employees

The Executive Director must approve all overtime work for non-exempt employees. Non-exempt staff are not expected to work overtime. Any employee not exempt from wage and hour laws who works more than 40 hours in any workweek shall receive compensation for their employment at a rate of not less than one and one-half times the regular rate at which they are employed. Immediate supervisors shall make necessary arrangements to modify work hours to avoid the need for overtime.

ARTICLE 8. EMPLOYER RIGHTS

The Employer is committed to achieving its civil rights and civil liberties mission, while ensuring the long-term viability and sustainability of the organization. The Employer's role as a highly specialized impact litigation and strategic advocacy organization requires the it to retain the authority, discretion, and flexibility to operate the organization, make day-to-day decisions, and determine the mission, priorities, goals, strategies, tactics, methods, programs, processes, means, and personnel to achieve ACLU-WV's mission and goals.

Except as set forth in other provisions of this Agreement, the Employer shall have all sole and exclusive rights reserved to management that include, but are not limited to: determine its

budget; initiate or discontinue, assign or transfer, in whole or in part, all services, offices, programs, projects, campaigns, positions, policies, systems, and procedures; establish standards of service and performance of its employees, including setting key performance indicators and qualifications, ethical standards, safety and health policies, general operations policies, public messaging, security, privacy, data security rules, use of lists, practices and procedures or other rules, policies and regulations in connection with the overall operation of the organization; establish program goals and strategic planning goals; supervise employees, including training and cross-training; establish performance standards and conduct employee performance evaluations as outlined in Article 13, Performance Evaluations, and determine the competency capabilities and potential of employees; determine hiring salaries or hiring wage rates for incoming employees, consistent with Article 14, Salaries, and applicable equal pay laws and other relevant laws and regulations; determine job classifications and job descriptions; hire, appoint, promote, discipline, assign, direct, transfer, or demote personnel; suspend or discharge employees for just cause (consistent with other provisions of this Agreement); increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons (consistent with other provisions of this Agreement); determine the hours and days, and locations, where the work shall be performed, including the right to require night and weekend work and overtime as needed; ensure orderly and effective operations and effective work and work schedules; enforce Employer rules, policies and regulations; take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

The Employer expects all employees to perform work to the best of their ability, regardless of their own political, legal, or other opinions.

The foregoing Employer prerogatives shall not be deemed to be all inclusive, but instead indicate the type of rights that belong to and are inherent in the Employer's management practices. In the exercise of these rights, the Employer shall be the sole judge of all factors involved in the decision, including, but not limited to, efficiency, usefulness, cost, and practicability. 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 the Employer's discretion.

Any management rights or decisions that have effects on bargaining unit in terms of working conditions or other terms of employment shall be subject to effects bargaining upon request.

Nothing in this Article shall constitute a waiver by the Union of any rights it otherwise may have under applicable law.

ARTICLE 9. LABOR/MANAGEMENT COMMITTEE

Section 1. In order to promote a climate of constructive labor-management relations and maintain a safe and healthy workplace, there shall be a Labor-Management Committee, ("Committee") which shall consist of two (2) representatives to be chosen by the Union and two (2) representatives designated by the Employer.

Section 2. The Committee shall meet on work time on a quarterly basis but the parties may mutually agree to meet more or less frequently. Either party may suggest agenda items in advance of the meeting, which may include topics related to the general application of this

Agreement and other matters of mutual concern to the parties. In addition, the Committee shall include discussions of safety and health in the workplace. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances. The Labor Management Committee shall endeavor to discuss issues of significance prior to their implementation. Management will inform committee members about deadlines for action on matters before the Labor/Management Committee so that it can make timely recommendations. Prior to the Labor/Management Committee meeting, each party shall provide relevant information regarding suggested agenda items.

Section 3. The Labor-Management Committee may consider, seek additional relevant information when practicable, and vote on recommendations for resolutions of the issues submitted to it for discussion. Such recommendations, if any, shall be forwarded to the Executive Director for consideration.

Section 4. Neither the Union nor management waives its right to bargain over mandatory subjects of bargaining.

ARTICLE 10.SENIORITY

Section 1. For the purposes of this Agreement, seniority is defined as regular cumulative employment, either full-time or part-time, determined by the date of initial hire. All full-time and part-time service as an employee shall be fully credited for the determination of seniority.

Section 2. The seniority and employment rights of an Employee shall be terminated if the employee: (1) terminates voluntarily, (2) is discharged for cause, (3) is released during the probationary period or any extension thereof.

Section 3. For the purposes of this Agreement, an Employee whose seniority has terminated after October 16, 2021 as above and who is subsequently rehired will not lose the previously credited time of service. Except as provided in Section 6 below, no service credit will be earned during a period when the person is not an employee. Breaks in service shall be reflected by adjusting the date of initial hire on the pertinent seniority list forward in time by the number of days in the break in service.

Section 4. An Employee on an approved leave of absence, including but not limited to a leave of absence due to on-the-job injury, shall continue to accrue seniority during the approved leave period, to the extent consistent with the leave and benefits Articles of this Agreement.

Section 5. Notwithstanding Section 4, an Employee on military leave shall continue to accrue seniority during their recall period.

ARTICLE 11.HIRING

Section 1. The Employer will post internally and provide the Union with a copy of all job postings five (5) work days before advertising a position. All bargaining unit recruitment materials will list the job description and the salary range for the position including the wage floor and ceiling. Any decisions by the Employer related to non-bargaining unit positions shall be excluded from

the grievance and arbitration provisions of this Agreement.

Section 2. For all positions, bargaining unit employees will be invited to participate in the interview of finalists for the position. Employee participation in the interview process is on a voluntary basis. Employees involved in the interview process shall be invited to provide a recommendation to the Executive Director or Board hiring committee of the candidate or candidates, if any, that they consider to be best qualified for the position. Staff recommendations can be by individuals or a group recommendation and may be communicated verbally or in writing.

ARTICLE 12. TRANSFERS, PROMOTIONS and VACANCIES

Section 1. The Employer will post notices of vacant positions or newly created positions internally at least five (5) consecutive work days (excluding Saturday and Sunday) before it posts and advertises the position externally.

Section 2. All postings for positions shall include; (1) job title; (2) job responsibilities; (3) qualifications; and (4) other pertinent information.

Section 3. Regular full-time and part-time employees who wish to apply for the position shall express their interest in writing to the Employer within the time frame specified in the posting, which shall in no event be less than ten (10) days after the internal posting. Any employee within the bargaining unit may apply for the posted position. All management decisions relating to promotions, transfers and filling vacancies will be made in good faith and in the best interests of the ACLU-WV by the Employer.

Section 4. Employer decisions related to promotions or transfers of bargaining unit members to vacant or newly created positions are not subject to the grievance and arbitration procedure in this Agreement. Nothing in this section would prevent the union from grieving transfers or job changes not sought by an employee.

ARTICLE 13. PERFORMANCE EVALUATIONS

Performance evaluations shall generally be conducted annually by the Employer in its sole discretion. New hires shall be evaluated after three months, after six months and annually thereafter.

The evaluation shall be formal, written assessments of individual performance and training needs. The performance evaluation process is intended to be positive, cooperative, and ongoing. The purpose of the performance evaluation is to identify and discuss areas of strength and weakness and any professional development goals, build the upcoming year's work plan and to facilitate improvement for the benefit of the Employer and its important mission.

The evaluation shall identify goals, development needs and challenges and shall include a plan for addressing those needs and challenges in the future. The employee shall have an opportunity to make comments, objections and proposed changes to their work plan. The employee and supervisor(s) shall meet to discuss the work plan. If an employee disagrees with the final evaluation, an employee may prepare a written response to an evaluation and that written

response placed in the employee's personnel file. All employees are expected to fully cooperate with all aspects of the performance evaluation process.

Employees may request a union representative to be present in performance evaluation meetings, and requests shall not be unreasonably denied. Evaluations are non-disciplinary in nature and no discipline or discharge shall happen in a performance evaluation meeting. Performance evaluations are not subject to the Grievance and Arbitration provisions of this Agreement. The performance evaluation process and documentation shall be overseen by the Executive Director, and their designees.

Employees shall have access to their own personnel files upon request to the Executive Director. Employees may challenge any materials included therein and note on any such materials, which remain in the file that they have been challenged.

ARTICLE 14. SALARIES

Section 1. The Employer agrees that all staff shall receive an FTE annual salary of at least \$42,000.

Section 2. Annual Salary Adjustments:

All staff shall receive a FTE salary increase of:

- \$6000 at the start of the first pay period following ratification of the contract
- \$1500 on April 1, 2022
- \$1500 on April 1, 2023
- \$1500 on April 1, 2024

Section 3. The Employer reserves the right to award additional merit-based salary increases and/or bonuses in its discretion during the term of this Agreement. The Employer shall notify the Union of such increases or bonuses.

Section 4. Bargaining unit salary ranges

Full time bargaining unit position salary ranges are based on primary job function. The current salary ranges for bargaining unit employees are:

Attorney	\$65k – \$95k
Organizing	\$50k – \$75k
Policy	\$50k – \$75k
Development	\$50k – \$75k
Communications	\$50k - \$75k
Administrative	\$42k – \$67k

ARTICLE 15. BENEFITS

Section 1. Eligibility:

Every regular full-time and part-time employee routinely working 21 or more hours per week shall be

eligible for benefits.

Section 2. Health Insurance:

The Employer shall make health insurance coverage available for regular full-time employees and their families (including spouses and dependent children) and for all part-time employees and their families, provided that they work a regular schedule of at least twenty-one (21) hours per week. The Employer covers the full premium cost of employee medical insurance and 90% of the premium cost for employee plus one and family medical insurance.

Section 3. Life Insurance, Short Term Disability, and Long Term Disability:

All full time and part time employees are eligible for life insurance, short term disability, and long term disability benefits as outlined and governed by ACLU National's plan. Eligibility and terms of the benefits are governed by National's plan documents.

Section 4. Retirement Plan:

All employees eligible to participate in the 401(k) plan shall continue to participate in the Plan. All new employees will be deemed eligible pursuant to the terms of the Plan. (Note: the Employer has no control over this plan, it is controlled by National ACLU.)

Section 5. Holidays:

The following holidays shall be granted with full pay to all regular full-time and part-time employees who regularly work at least twenty-one (21) hours per week:

New Year's Day	Martin Luther King Day	Memorial Day
Juneteenth	WV Day	Independence Day
Labor Day	Indigenous People's Day	Veterans Day
Thanksgiving	Day after Thanksgiving	Christmas Eve
Christmas Day		

If the holiday falls on a Saturday, it shall be observed on Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. Individual employees may observe other religious holidays in place of any of the designated holidays or as a personal leave day by notifying their supervisor in advance.

Section 6. Paid Leave:

Only regular full-time and part-time employees routinely working 21 or more hours per week are eligible for paid leave.

- A. Vacations. Employees who have been employed for less than two (2) years shall receive three weeks (15 days) vacation per year; employees of more than two (2) years shall receive four weeks (20 days) vacation per year. For the first two years of employment, employees shall be entitled to vacation time on a pro-rata basis of 1.25 days per month. Employees of more than two years will be entitled to vacation time on a pro-rata basis of 1.67 days per month. Part-time employees who work at least 21 hours a week are eligible for all fringe

benefits and earn sick leave and vacation at a rate proportionate to the hours they work. Part-time employees who do not regularly work at least 21 hours per week and temporary employees do not accrue vacation time. Employees may not receive pay in lieu of taking vacation.

Vacation time will not be taken in advance of its accrual except by special arrangement. An employee taking vacation before it has been earned will be required to sign a release allowing the Employer to adjust the employee's final paycheck if the employment terminates for any reason and the vacation days that have been advanced have not been earned at the time of termination.

In no event shall an employee accumulate more than one year's vacation time to be carried over into the following calendar year. Vacation dates must be approved in advance by an employee's supervisor.

A departing employee will be paid for not more than one year's unused vacation days (15 days for persons employed less than two years; 20 days for persons employed two years or longer).

- B. Health Care Leave. Health care or disability leave shall accrue at the rate of one day per month. Health care leave may be taken only for the health reasons of the employee or members of the employee's immediate family, including domestic partners, whose health requires the presence of the employee. Employees may request to use health care leave for a person beyond the employee's immediate family if that person requires the presence of the employee, and the request may be granted at the discretion of the executive director. Unused health care leave may be carried over from year to year, up to a total of 30 days. Temporary employees do not receive health care leave. Employees do not receive any payment for unused health care leave at termination of employment.

For purposes of these Policies, immediate family members include the spouse, parent (including step-parents or in-laws), siblings (including step-siblings or in-laws), children (including step- or adopted children or in-laws), and others at the discretion of the Executive Director.

The Executive Director may require a statement from the treating healthcare provider verifying illness or the ability to return to work following seven days of health care leave.

- C. Bereavement Leave. The Executive Committee or the Executive Director may grant three consecutive days' leave with pay for a death in the immediate family. For purposes of this policy, immediate family members include the spouse, parent (including step-parents or in-laws), siblings (including step-siblings or in-laws), children (including step- or adopted children or in-laws), and others at the discretion of the Executive Director. Employees may be asked to verify relationship, death, and distance traveled by documentation or affidavit before payment for bereavement leave.
- D. Personal Leave. Each regular employee shall be granted four additional days off each year for personal leave. Personal leave days cannot be accumulated, nor will they be compensated for at termination of employment.

- E. Jury Duty: The Employer encourages its employees to fulfill their civic duty. Employees called to jury duty will be paid their regular pay for up to ten business days. Any monetary compensation received from the court by the employee while receiving their regular pay must be remitted to the Employer. A copy of the jury summons must be submitted to the Employer in order for employees to receive pay.

Section 7. Family and Medical Leave:

All regular full-time and part-time employees who regularly work at least 21 hours per week are eligible to take a maximum of 12 workweeks (60 days) of paid leave during a 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a child for adoption or foster care;
- to care for an immediate family member (spouse, domestic partner, child, parent or other person agreed to by the Executive Director) with a serious health condition;
- for the employee's own serious health condition

Eligibility: To be eligible for Family and Medical leave, an employee **must**:

- Have worked for the ACLU of WV for a total of 6 consecutive months; and
- Have worked at least 546 hours in the six-month period preceding the leave.

Family and Medical leave for a serious health condition may be used consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. An eligible employee may take Family and Medical leave in increments of a minimum of one (1) hour up to a maximum of twelve (12) weeks each rolling twelve (12) month period measured backward from the date a leave begins.

The Employer uses a twelve month "look back" period for determining an employee's eligibility for Family and Medical leave and for determining the amount of Family and Medical leave time an eligible employee has available. This means that any Family and Medical leave used within the prior twelve months of the leave date will offset the current amount of available leave time.

Employees may not perform work of any nature on a self-employed basis or for others during a Family and Medical leave. Family and Medical leave may only be used in accordance with this policy. Family and Medical leave that is available, but unused, has no cash value and will not be paid out at any time.

Definition of Serious Health Condition

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider, including:
 - (1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:

- treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); **or**
 - one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); **or**
- (2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**
- (4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Parental Leave

Family and Medical leave may be taken for the birth of a child and to care for the newborn child or when a child is placed with the employee for adoption or foster care. The employee must take the qualified parental leave within 12 months of the birth or placement of the child. Leave may begin prior to the birth or adoption.

Supplement Other Paid Leave and Wage Replacement Benefits

Employees that qualify for wage replacement benefits such as workers' compensation (WC) or temporary disability insurance (TDI) benefits for the same Family and Medical leave period, may elect to supplement those benefits with paid Family and Medical leave, not to exceed 100% of your expected compensation. The application of any paid leave to supplement WC or TDI benefits does not extend your maximum allowable Family and Medical leave.

Compensation during Family and Medical Leave

Family and medical leave pay for non-exempt employees is calculated by multiplying straight time rate of pay by the number of approved hours, not to exceed time frame an employee is normally scheduled to work. Exempt employees will continue to receive their normal salary.

Intermittent Family and Medical Leave

When certified as medically necessary, employees may take Family and Medical leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced work/leave schedule – reducing the employee's usual weekly or daily work schedule – for your own or an eligible family member's serious health condition or for leave upon the birth or adoption of a child. Appropriate certification of the need for intermittent or reduced schedule leave will be required. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the ACLU of WV's operations.

No Stacking of Leaves

Employees requesting Family or Medical leave may not extend the maximum length of their permitted leave period by requesting leaves for different reasons. All leave requests made will be aggregated for purposes of determining whether the employee has exceeded the maximum allowable leave for that year. In addition, leave which qualifies under more than one law or policy will be designated under all such laws and run concurrently. Furthermore, family and medical leave which is not used during a leave year, as applicable, may not be carried over to the following year.

Employee Notice

Employees seeking to use Family and Medical leave are required to provide 30-days' advance written notice when the need is foreseeable. If the need for leave is unexpected the employee must provide notice as soon as possible. Absent unusual circumstances, employees must comply with the Employer's usual and customary notice and procedural requirements for requesting leave. Employees are encouraged to develop a work plan with the supervisor to facilitate the completion of work during the employee's absence. The employee's written request must indicate the reason for your request for leave, the anticipated start of your leave, and the anticipated duration of your leave. The Employer will provide you with a written response to your leave request. If the employee has not notified the Employer of the reason for the leave, and the employee desires that the leave be counted as Family and Medical leave, the employee must notify the Employer within two (2) business days of the commencement of Family and Medical leave. Certification is required.

Certification

The Employer will require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. Failure to provide appropriate medical certification in a timely manner may result in denial of leave until it is provided. If the Employer has reason to doubt the validity of a medical certification for the employee's own health condition, a second or third medical opinion at the Employer's request (and at the Employer's expense) and periodic recertification of a serious health condition may be required. Employees returning from leave for their own serious health condition are required to submit a certification from their health care provider that they are able to return to work. Employees who fail to provide the required medical certificate will not be allowed to resume work until the certificate is provided.

Benefits Coverage during Family and Medical Leave

Employees on a Family and Medical leave will continue to be covered under the group health insurance coverage as they were before the leave was taken and on the same terms as if the employee had continued to work, provided the employee continues to make regular employee contributions to the insurance plan. The employee's portion of the monthly premiums for the health plan, if any, will be deducted through payroll deduction. Employees will not accrue vacation or sick leave during Family and Medical Leave time.

Job Reinstatement Following Leave

Upon return from Family and Medical leave, in most cases an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. However, reinstatement will not be available if the employee's position would have been eliminated, if the employee would have been laid off even if no leave had been taken, or if the employee was on a performance plan at the time leave was taken.

Section 8. Leave Without Pay

At the discretion of the Executive Director, a reasonable leave of absence without pay may be arranged to meet the needs of the employee and the requirements of the organization.

Section 9. Self-Care Leave

Self-Care Leave is designed to provide time away from the job for employees to engage in activities for personal renewal and/or professional growth. The Employer recognizes that working in the advocacy field can take an emotional, mental, and physical toll on employees and that, over a period of several years, it is difficult to disconnect from work in a meaningful way within the constraints of allotted weekends, holidays, vacations, and other paid leave.

Employees are eligible for two (2) months (60 calendar days) paid leave after the completion of each continuous five (5) year employment period with the Employer. An employee who takes a self-care leave will not become eligible for another self-care leave until at least five (5) years from the end of the initial self-care leave. For example, if an employee is eligible for a first self-care leave after five (5) years but does not take a self-care leave until year eight (8), they will not be eligible for another self-care leave until year 13. Employees are not permitted to stack 5-year service increments, and may not take any other extended paid leave contiguous with a self-care leave in order to take a longer leave period, and self-care leave may not be extended past 60 calendar days.

The employee must submit a request for leave at least 120 days in advance. The employee, their supervisor and the ED shall discuss the request, the timing and determine how to cover the workload during the employee's extended absence. After this discussion, the employee's supervisor and the ED will make the final decision to approve or deny the request. If the Employer determines that it is inconvenient to place a particular employee on self-care leave, the Employer will arrange to reschedule the self-care leave at the earliest possible time requested by the employee.

To avoid productivity issues, only one team member may be on self-care leave at a time. Requests will be reviewed on a first-come basis. If approved, the employee will be notified in writing and asked to sign and submit the self-care leave request form. The employee's compensation and benefits will continue uninterrupted during leave, but the employee will not accrue time off during the self-care leave. The employee will resume their same position upon returning from leave. Failure to return to work as soon as the approved leave has ended may be deemed a voluntary resignation of employment.

After a self-care leave has been approved, the employee, employee's supervisor, and the ED will sign an agreement listing the following conditions:

- All parties have agreed to the self-care leave, the start date, and the end date.
- Self-care leave time cannot be split (i.e. the leave must be continuous).
- If the employee chooses not to take all of the approved self-care leave, no compensation will be paid in lieu of untaken self-care leave.
- The Employer assumes no responsibility for expenses associated with self-care leave.
- Employees who receive a cell phone stipend will not receive the stipend during the self-care leave.
- Vacations may not be taken within two (2) months before or after taking a self-care leave.
- Employees on self-care leave may not work for the Employer or take any other paid employment during the self-care leave.

Any unused self-care leave is forfeited and is not payable to the employee upon separation or will not

be converted to cash in any circumstances. This leave is not intended to be an extension of vacation or any other current benefit provided by the organization.

Section 10. Cell Phone Reimbursement

The Employer will reimburse all regular, full-time employees who are not provided a cell phone by the organization up to \$40 per month for the monthly costs for basic cell phone service and taxes. To receive the reimbursement, employees shall provide documentation of monthly costs through the normal expense reimbursement process. Employees who receive use of an Employer provided cell phone as part of their employment are not eligible for the cell phone reimbursement.

ARTICLE 16. EXPENSE REIMBURSEMENTS

Section 1. Policy

This policy was developed to ensure the responsible and prudent spending of our donors' money. As a non-profit organization, it is especially important that employees exercise due care and good judgment before incurring a business-related expense. It is each employee's duty to be a responsible and prudent caretaker of the support we receive from our contributors.

This policy was also developed to ensure fair and equitable treatment of employees by defining procedures for authorized business travel and to provide broad guidelines for the reimbursement of business-related expenses. It is the organization's policy that no employee should gain or lose personally because he or she has incurred a reasonable business expense. Furthermore, this policy ensures that individuals incurring similar expenses will be treated consistently throughout the organization.

In addition to good stewardship of our donors' money and equitable treatment of employees, this policy was developed to comply with IRS and WV state law governing charitable organizations.

Section 2. Travel Expenses

It is the policy of the ACLU of WV to prepay or reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the organization.

A. Travel within West Virginia

Staff will be reimbursed for all business related travel including meetings, approved continuing education opportunities and chapter, public education, marketing and advocacy events held throughout the state. A valid driver's license issued within the United States and personal automobile insurance are required for mileage expenses to be reimbursed to the licensed driver. When two or more staff persons are attending the same event(s), whenever possible they should drive together to avoid multiple expenses for the same trip.

Business mileage is defined as miles driven for a business purpose on any date that exceeds the employees' round trip mileage to commute to their regular place of work. Staff is expected to use reasonable professional judgment in submitting mileage for reimbursement, particularly with regard to short distance travel during the workday. Excessive mileage due to personal

stops/detours, taking colleagues/interns home, or getting lost will not be reimbursed.

Reimbursement for usage of a personal automobile is based on the State of West Virginia Mileage Rate. This represents reimbursement for all personal vehicle related expenses including, but not limited to gasoline, wear and tear and personal auto insurance.

Employees may opt to request reimbursement for gasoline in lieu of per mile reimbursement. In these instances original, itemized receipts are required.

When traveling outside the Charleston Metro area or attendance at evening and weekend events is required staff will be reimbursed for meals which traditionally fall within the time frame of the trip. Adhering to budget guidelines staff should select reasonably affordable restaurants. Amounts in excess will be scrutinized and probably rejected. Alcoholic beverages will be reimbursed only at the discretion of the executive director. The per diem allowance for meals and incidentals is equivalent to the federal rate set by the US General Services Administration based on Kanawha County. As of August 2021, that rate is \$56 per day. This rate will be adjusted (with prior approval) for travel to areas with a higher cost of living (NYC, etc.). All receipts must be itemized.

Depending on scheduling of event(s) travel to other areas in WV may require an overnight stay. Overnight stays must be preapproved and hotel reservations will be arranged and paid for with the appropriate Union or Foundation credit card before the trip. In case of sudden inclement weather, which poses a safety risk, staff should use their discretion to determine if it's safer to stay overnight and return the next day. Staff will be reimbursed for weather emergency overnight expenses including hotel and meals. Hotel/motel and meal guidelines described in this policy apply to weather emergency situations. At checkout employees will obtain an itemized receipt from the hotel – including stays prepaid with an organization credit card.

B. Out of State Travel

Pre-approval is required for booking long distance business-related travel. In advance of the travel, the ACLU of WV may issue prepayments for travel expenses and conference fees. Applicable policies and methods for these prepayments follow.

Airfare – Employees are expected to obtain the lowest available airfare that reasonably meets business travel needs. Employees are encouraged to book flights at least 30 days in advance to avoid premium airfare pricing. Coach Class or economy tickets must be purchased for domestic or international flights with flight time totaling less than five consecutive hours, excluding layovers). Airfare may be purchased with an ACLU of WV credit card through consultation with the Office Manager. An itemized airline confirmation/receipt must be submitted to the office manager.

Rail Transportation – ACLU of WV will cover rail transportation providing the cost does not exceed the cost of the least expensive airfare. An itemized Amtrak confirmation/receipt must be submitted to the office manager.

Ground Transportation – When an employee is out-of-town, paid transit, such as taxis, car services, hotel shuttle buses, subway, etc. may be used as transport to and from airports. The amount of the reimbursement is equal to the actual fare, tolls and a reasonable tip. Reasonable

tips are defined as no more than 20 percent of the total bill. Itemized receipts are required for ground transportation.

C. Lodging

The cost of overnight lodging (room rate and tax only) will be reimbursed or prepaid at reasonable single occupancy or standard business room rates. Employees are entitled to their own room when traveling. When the hotel/motel is the conference or convention site, reimbursement will be limited to the conference rate unless otherwise approved. Double occupancy rates, if higher than single occupancy rates, will only be approved if the second person is representing the the Employer. At checkout employees will obtain an itemized receipt from the hotel – including stays prepaid with an organization credit card.

Reasonable tips for bellhops, cleaning service, etc. in association with a hotel that provides these services will be reimbursed.

D. Conference and Continuing Education Registration Fees

Registration fees must be preapproved by the Executive Director and should be prepaid with a check or the appropriate Foundation or Union credit card. Itemized receipts are required for all meals not covered in the registration fee.

E. Rental Cars

Automobiles should be rented only when public transportation (subways, buses, etc.) and taxis are impractical, more expensive or not available and only when traveling out-of-town. Rental cars for instate travel must be preapproved by the Executive Director.

F. Expense Advance

Prepayment using Foundation or Union credit card or reimbursement are the preferred and most efficient means of payment; but advances in special circumstances will be considered and authorized for specific situations where employees cannot use Employer credit cards. These situations are limited to staff traveling out of town on behalf of the ACLU of WV. The total estimated cost of the expense will be advanced. To receive a cash advance, the employee must give as much notice as possible, and in no case less than 2 weeks notice of need of the advance. The prompt submission of the appropriate paperwork and accompanying itemized receipts are required within five days of the employee's return. Any unused portion of the advance must accompany the receipts.

G. Non-Travel Related Expense

On occasion staff will be asked (or may request) to represent the ACLU of WV at luncheons, fundraisers and related events hosted by our community partners or potential partners. If there is a cost associated with such events the affiliate will cover the cost. Attendance at such events must be preapproved. Unless time is critical payment for events will be handled through the organization's normal accounts payable process. If there is not adequate time to issue a check the appropriate Union or Foundation credit card should be used. Staff payment and subsequent reimbursement should always be the last option.

While it is preferable that business should be conducted during regular business hours without the added expense of the cost of lunch while conducting business on occasion staff will be participating in a lunch or dinner meeting and may find it necessary to cover their dining partner's meal. These include but are not limited to colleagues representing partner organizations, cooperating attorneys, and donors. Staff is asked to use their best professional discretion when deciding whether to cover another's meal. In these situations employees will be reimbursed at the out-of-town meal rate. As with all business-related expenses, meal receipts are required.

The purchase of office supplies, office furniture, food/beverages for events – anything other than business travel-related expenses – is generally unacceptable unless preapproved. These and other items should be purchased by check or Union/Foundation credit card, using the proper request form, through the Office Manager.

H. REIMBURSEMENT DEADLINE

Unless noted elsewhere in this policy, a properly completed/coded reimbursement form and accompanying itemized receipts will be submitted to the Office Manager by end of business on the 25th of the month. If the 25th falls on a Saturday, Sunday or ACLU WV approved holiday reimbursement requests are due the next business day.

I. EXCEPTIONS

Occasionally it may be necessary for employees to request exceptions to ACLU of WV Reimbursement Policy. Requests for exceptions to this policy must be made in writing and approved by the Executive Director. Exceptions related the Executive Director's expenses must be submitted to the Board Treasurer. The expected turnaround time for review/approval of requests is five business days.

ARTICLE 17: DISCIPLINE AND DISCHARGE

Section 1. The Employer shall promptly notify the Union when an Employee is disciplined or discharged. Notices of disciplinary action, including written warnings, will be made part of an employee's personnel file. Any documented discipline in an employee's personnel file older than two (2) years shall not be considered by the Employer when making decisions on later disciplinary actions related to that employee, except when the underlying discipline matter pertains to a pattern of misconduct, including but not limited to discrimination or harassment.

Section 2. The Employer shall not discipline or discharge an Employee who has completed their probationary period, except upon just cause. The Employer recognizes the concept of progressive discipline and will apply it in accordance with this Article.

Section 3. A grievance challenging the discharge of a non-probationary employee may be filed in the first instance at Step 3, and must be filed within ten (10) workdays of the Union's notice of discharge in accordance with the grievance and arbitration provisions of this Agreement. Workdays are calculated exclusive of Saturdays, Sundays and other days the office is closed.

Section 4. Probationary Employees: Nothing in the Article limits the rights of the Employer to

terminate probationary employees, as referenced in Article 7 of this Agreement. Discipline and discharge decisions concerning a probationary Employee are not subject to the Grievance and Arbitration provisions of this Agreement.

Section 5. Discipline includes written warning, suspension from work, and discharge. The term does not include performance evaluations, performance improvement plans, or other non-disciplinary counseling or supervision processes or outcomes. Only employment disciplinary actions, as defined herein, are subject to the Grievance and Arbitration procedures of this Agreement.

Section 6. Progressive Discipline: In cases other than discharge or suspension from work for willful and deliberate serious misconduct, the following procedures shall apply:

1. When the Employer believes that just cause exists to discipline an employee, the Employer will issue a written warning to the employee specifying the conduct complained of and thereafter will discuss the warning with the employee. A copy of the written warning will be given to the Union.
2. If after a reasonable opportunity to demonstrate improvement in some or all of the conduct described in the above-written warning continues, the Employer may further discipline the employee.
3. No employee will be discharged, except as set forth below, without at least two (2) prior disciplinary actions issued within the preceding twenty-four (24) months.

Section 7. Discipline Without Written Warning: In cases involving willful and deliberate serious misconduct, the Employer may suspend from work or discharge an employee without the issuance of a prior written warning. Discharge or suspension for misconduct, including but not limited to the following violations may be instituted only by the Executive Director:

1. Acts of gross insubordination;
2. Endangering the health or safety of another employee or other individual;
3. Distribution of controlled substances on Employer time or premises;
4. Unauthorized use of alcoholic beverages or controlled substances on Employer time or premises;
5. Harassment of fellow employees, clients or others on the basis of race, gender, religion, color, age, national origin, disability, sexual orientation, sex, or other protected class status;
6. Misuse of donor, client or ACLU-WV funds;
7. Theft or abuse of ACLU-WV property;
8. Major or constant breach(es) of security or confidentiality of personal or other sensitive information;

9. Falsifying time sheets, records or other Employer records or reports;
10. Other acts of dishonesty affecting the Employer;
11. Misuse of Employer passwords , passcodes or keys;
12. Fraud or misrepresentation on an application or resume or other important document;
13. Creating a security risk by the unauthorized removal, copying, using or disclosure of confidential records;
14. Possessing a weapon while on Employer time or premises.

Section 8. Suspension: No suspension from work pursuant to the articles above will be for more than two (2) weeks. Suspension may be with or without pay.

Section 9. Severance Pay: When an employee is laid off due to lack of work, funding shortfalls, or other issues unrelated to performance or employee misconduct, they shall be entitled to severance pay in the amount of 1 month per year of service up to 5 months' severance pay.

ARTICLE 18. RESTRICTIONS ON OUTSIDE WORK

Outside employment is any employment performed by an employee in addition to their job with ACLU WV. All employees are prohibited from engaging in outside employment during their assigned work hours. An employee who wishes to engage in gainful employment in addition to their employment with ACLU-WV must inform the Executive Director of this intention in writing and must comply with restrictions below.

The outside employment:

1. Must not interfere with the efficient performance of the employee's duties;
2. Must not constitute a conflict of interest, potential conflict of interest, or apparent conflict of interest with the employee's duties at ACLU-WV;
3. Must not involve the performance of duties the employee should have performed as part of their employment with ACLU-WV; and,
4. Must not subject ACLU-WV to unfavorable public or professional criticism or otherwise damage its reputation.

ARTICLE 19. GRIEVANCE AND ARBITRATION

Section 1. A grievance for purposes of this Article is defined as a written dispute concerning the interpretation and application of this Agreement to a particular situation; Employer rules, Employer regulations or Employers policies impacting wages, hours or conditions of

employment; or as to whether the terms of the Agreement have been observed and performed. The parties will follow the procedure for adjustment and settlement of such grievances as outlined in the following Sections of this Article.

This article shall supersede any and all other Employer policies, rules or regulations relating to employee complaints or grievances. Furthermore, this article shall be the exclusive internal process for addressing non-statutory complaints.

Notwithstanding the provisions of this Article, the parties believe in the value of resolving disputes informally, if possible, through discussion and without resort to the formal grievance procedure. For example, the parties may mutually agree to request "grievance mediation" from the Federal Mediation and Conciliation Service (FMCS) prior to submitting the dispute to arbitration. The grievance mediation mediator shall not be appointed as arbitrator.

Section 2. All grievances under this Article shall be in writing, signed by the aggrieved employee(s) and/or the Union Representative on a form agreed upon by the Union and the Employer, which shall include the date the grievance is filed, statement of grievance and remedy sought, and identification of Article(s) of this Agreement, if applicable, alleged to have been violated.

Section 3. The Employer and Union mutually agree to suspend grievances that are also a part of an employee's lawsuit or complaint before an administrative agency.

Section 4. Grievances under this Article shall be handled as follows:

Step 1: The parties recognize that many problems will be discussed and resolved between the Employer, a Union representative, and the employee involved in the controversy or dispute. Informal settlements are encouraged. If a problem is not resolved informally, the procedure outlined below will be followed.

Step 2: The aggrieved Employee(s) and/or the Union representative shall submit the grievance in writing to the aggrieved employee's immediate supervisor(s), with a copy to the Executive Director, not later than 30 calendar days after the date on which the alleged act giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence. If a grievance has not been submitted within 30 calendar days after the date on which the alleged act transpired, or after the date on which there was reasonable basis for knowledge of the occurrence, the Employee(s) forfeits the right to file the grievance.

The Executive Director shall offer to hold a meeting within 10 workdays of the date the written grievance was received.

The Executive Director shall provide a decision in writing to the employee(s) within five (5) business days of the meeting.

In the case when the employee(s) grievance is against the Executive Director, the employee(s) shall submit the grievance in writing to ACLU of WV Board President with a copy to the ACLU of WV Secretary, not later than 30 calendar days after the date on which

the alleged act giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence. The ACLU of WV Board President shall offer to hold a meeting within ten (10) business days of the date the written grievance was received and shall provide a decision in writing to the employee(s) within five (5) business days of the meeting, and in the event that the matter is not resolved in Step 2, the aggrieved employee(s) and/or the Union representative will proceed to Step 4.

The employee(s) has a right to the presence of a Union representative at such meeting. Prior to the meeting, to the extent possible, both the employee(s) and/or the Union representative shall have the right to inspect and obtain one copy of all documents relevant to the factual basis of the dispute upon which the Employer or Employee(s) intends to rely. If documents are not available at the time of the meeting, the Employer shall provide the documents as soon as possible after the meeting.

Step 3: If the grievant(s) and/or the Union representative is not satisfied with the written response under Step 2, they may submit, in writing, a request to mediate within ten (10) business days of the receipt of such response or denial. The Employer will notify the union in writing within five (5) business days of the request whether it agrees to mediate the dispute. In the event that the Employer declines to mediate the grievance, the union will have an additional twenty (20) business days to request arbitration.

If the Employer and the Union agree, an independent third party agreed to by the parties may serve as a mediator. Any costs associated with hiring a paid mediator shall be borne equally by the Employer and Union. If the parties are unable to resolve the grievance through the mediation process, the Union may elect to pursue arbitration by giving written notice to the Executive Director within ten (10) business days of the conclusion of the mediation.

Step 4: Contractual grievances and disciplinary grievances involving suspension or termination, which have not been settled at Step 2 - 3, it may be submitted to arbitration in the following manner: Within 20 business days of receiving the Step 2 or Step 3 response, the Union, and not the aggrieved employee(s), shall provide written notice to the immediate supervisor(s) and the Executive Director requesting arbitration to the Federal Mediation and Conciliation Service (FMCS) or an alternative forum as agreed to by the parties.

Arbitration Procedures

Section 5. 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. Further, no decision of the Employer shall be overturned or reversed by the arbitrator unless the arbitrator concludes based upon the evidence that the Employer's actions were: (1) arbitrary and capricious; or (2) made in bad faith; or (3) without any rational basis. The decision or award of the arbitrator shall be final and binding.

Section 6. 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 Union and the

Employer. The cost of a transcript order by one party and attorney's fees shall not be shared.

Section 7. Only the authorized Union representative or Union counsel may appear for and represent the grievant(s) and/or the Union at each Step of the grievance procedure under this Article. Either party may bring, or request the presence of, a fact witness at a grievance meeting for the purpose of providing relevant factual evidence and neither party shall unreasonably object to the presence of such witnesses. In the event of a dispute as to the presence of such witnesses, the Union Representative and the Executive Director or their designee shall consult in order to resolve any issues surrounding such participation.

The Union and the Employer shall attempt to agree on an arbitrator or arbitration panel. If no Agreement can be reached within ten (10) business days, then the Union may file the grievance with the FMCS.

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) 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) days following the submission of any post-hearing briefs by the parties.

Neither party shall be permitted to assert in such arbitration proceeding any issue which has not previously been raised in the earlier steps of the grievance procedure.

If either party shall claim before the initial arbitrator that the particular grievance is not arbitrable, the initial arbitrator shall only decide such issue of arbitrability. If the initial arbitrator determines that the grievance is not arbitrable, the matter will be deemed closed. If the initial arbitrator determines that the grievance is arbitrable, then the parties will select a second arbitrator to decide the case on its merits.

Section 8. 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 Union 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 Union may move the grievance to the next Step of the grievance procedure.

ARTICLE 20. NO-STRIKE - NO LOCKOUT

During the term of this Agreement, there shall be no lockouts, and there shall be no strike over the meaning or application of this Agreement. Specifically, there shall be no strike over the action or inaction of third persons not a party to this Agreement. As used in this Agreement, the term "strike" shall mean and include any collective (2 or more people) refusal to perform work, refusal to accept assignments, or any other work stoppage or slowdown, whether total or partial. No employee, nor the Union, shall engage in or induce or

encourage or attempt to induce or encourage any strike, as defined above.

Nothing in this Agreement would require bargaining unit employees to cross a lawful picket line as a condition of employment.

ARTICLE 21. MISCELLANEOUS

Section 1. Higher check-in meeting: In the Spring and Fall of each year, employees may request to participate in a “higher check-in meeting” with their supervisor’s immediate supervisor to check in and discuss their working conditions and their relationship with their supervisor.

Section 2. Exit Interviews: Exit interviews will take place at the Affiliate.

ARTICLE 22. SAVINGS CLAUSE

Should any provision of this Agreement, or the application of any such provision, be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The Union and the Employer shall negotiate a mutually acceptable alternative to the affected provision.

ARTICLE 23. TERM OF AGREEMENT

This Agreement is effective from October 16, 2021 through October 31, 2024. This Agreement is hereby executed on behalf of the ACLU of West Virginia and the ACLU-WV Staff Union, by their authorized representatives, following approval by their respective Boards of Directors and Membership.

For ACLU of West Virginia

For ACLU-WV Staff Union

Dated this 15th day of October, 2021, Charleston, West Virginia