

**COLLECTIVE BARGAINING
AGREEMENT**

Between

ACLU of Virginia

and

**Washington-Baltimore News Guild Local
32035, Communications Workers of America,
AFL-CIO**

October 11, 2024, through October 10, 2027

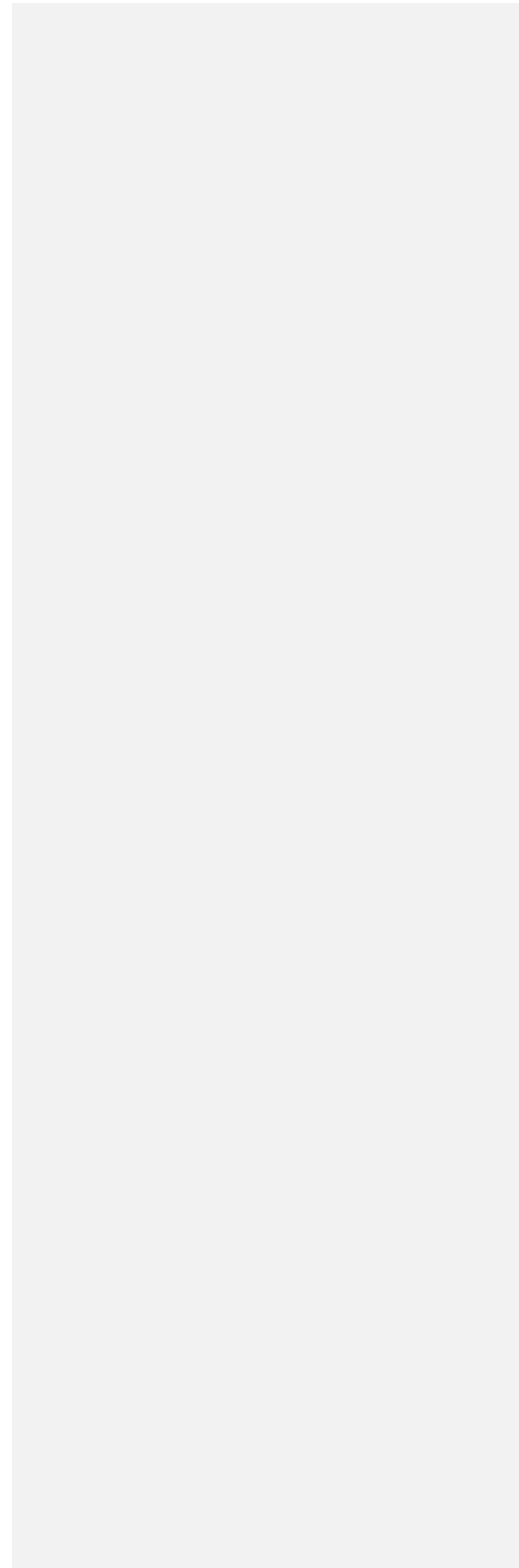


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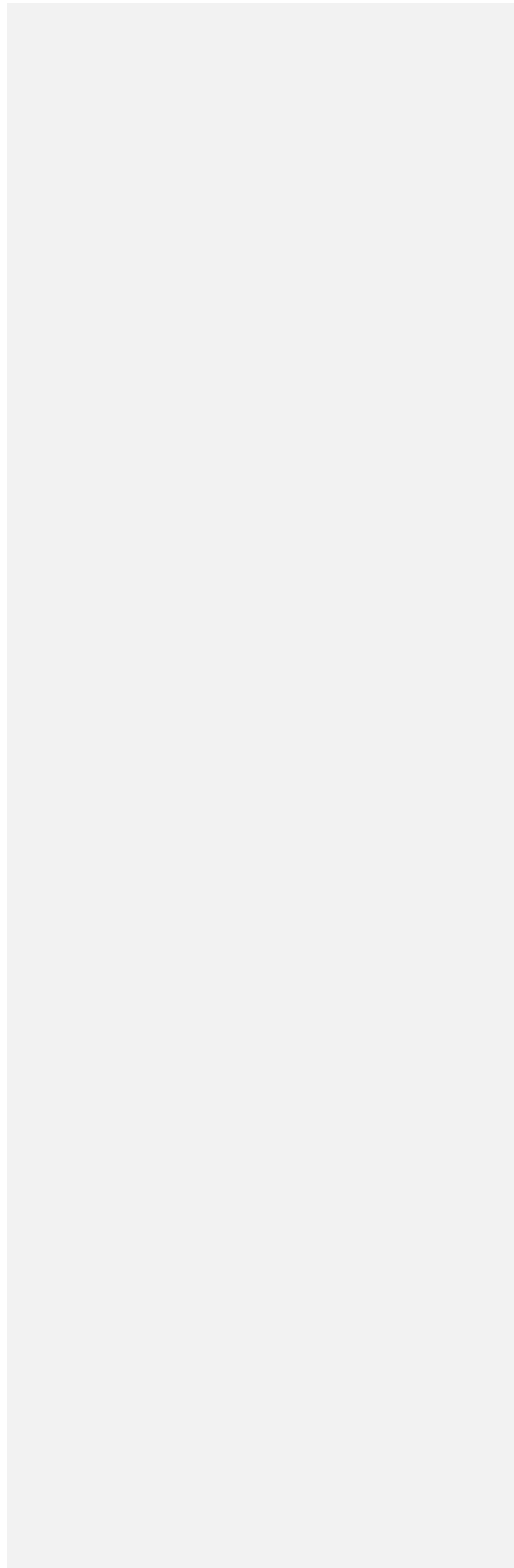
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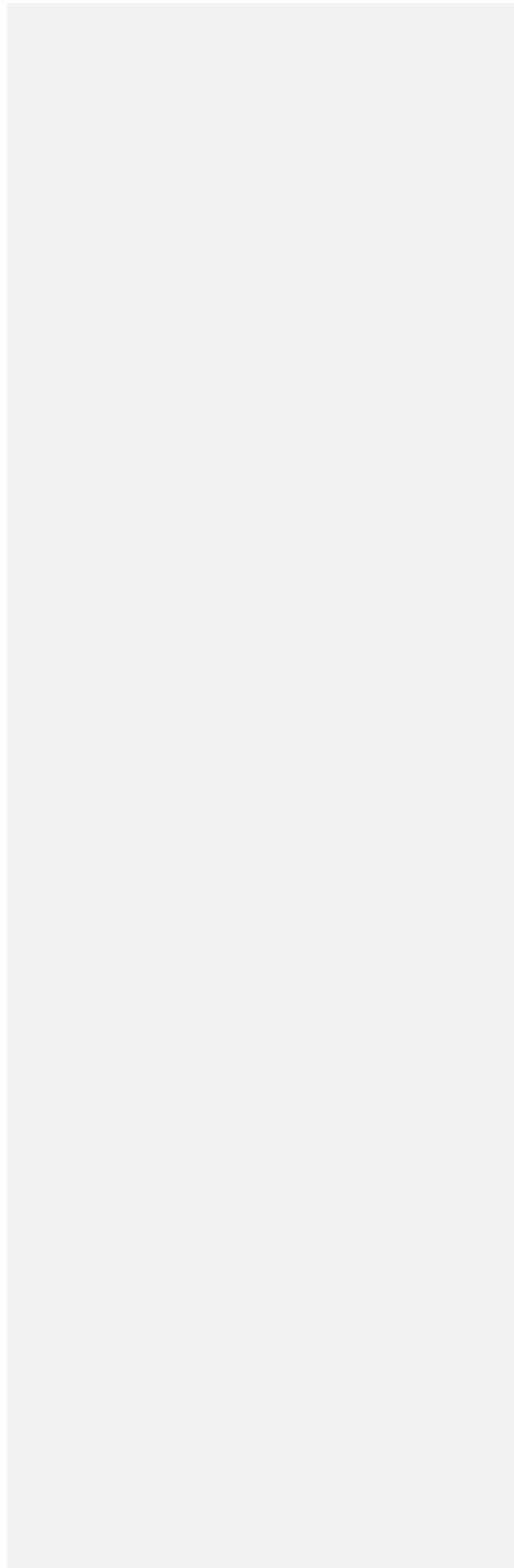
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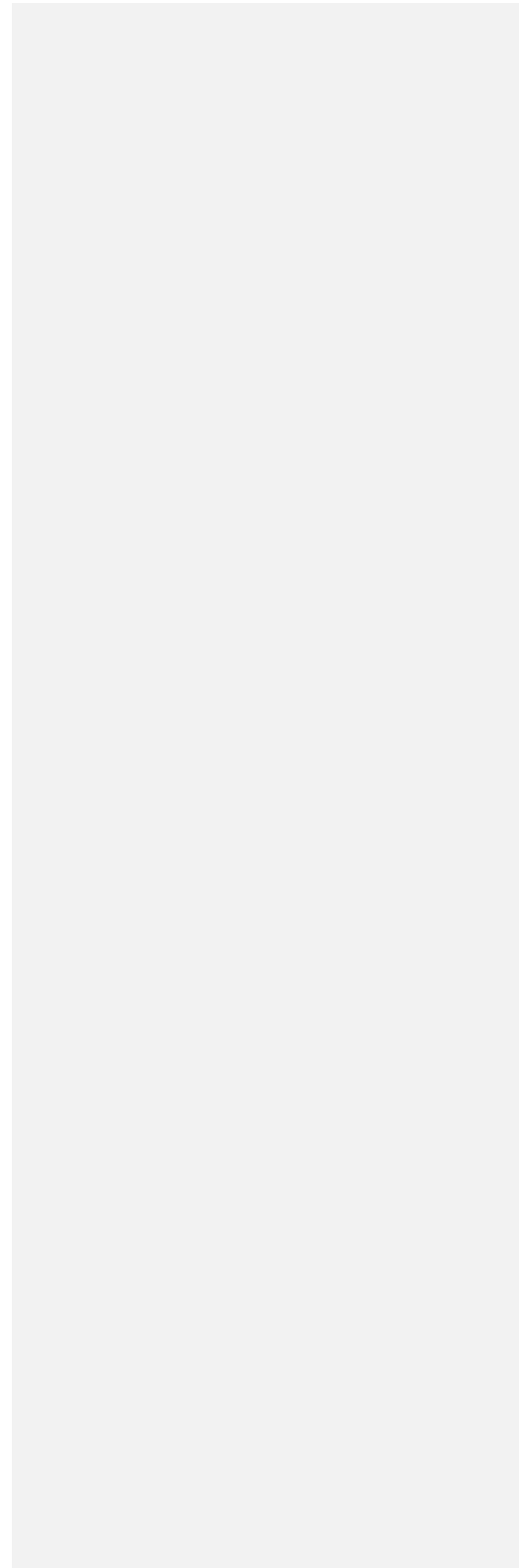
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PREAMBLE

The parties to this Agreement, the ACLU of Virginia (“Employer”) and the Washington-Baltimore News Guild Local 32035, Communications Workers of America, AFL-CIO (“Union” or “Guild”), 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 and Inclusion – 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.
- Racial Justice - Acknowledging that white supremacy is deeply ingrained in Virginia’s history, laws, policies and practices, our commitment to racial justice is a core value that runs throughout our work. The parties have committed themselves to work in partnership with impacted communities and individuals to eradicate those inequities.
- 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, workplace bullying is defined as repeated unreasonable and inappropriate behavior with the intent to intimidate, offend, degrade or humiliate a person (such as making threats, spreading rumors, and/or attacking another person physically or verbally with the intent to exert control). Bullying 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; equity, diversity, inclusion, and belonging (EDIB); unconscious bias; gender bias; class bias; cultural competency; harassment; and bullying. The parties value the concept of “lifelong learners” and encourage 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. RECOGNITION AND COVERAGE

Section 1.

The ACLU of Virginia and the ACLU Foundation of Virginia (“ACLU-VA” or “Organization”), recognizes the Union as sole bargaining representative of a unit of its employees as follows:

All full-time and regular part-time employees including, but not limited to, the following positions: Administrative Assistant, Communications Associate/Assistant, Digital Communications Manager, Paralegal, Legal Intake Assistant, Investigator, Dunn Legal Fellow, Staff Attorney, Senior Staff Attorney, Policy Analyst, Policy Counsel, Policy and Advocacy Strategist, Major Gifts Officer, Development Associate, Community and Coalition Storyteller, Community Organizer.

Excluded are: Executive Director, managerial employees, confidential employees, interns, externs, supervisors, and individuals paid by organizations other than the ACLU-VA.

Section 2.

All employees included in the bargaining unit under the terms of this Article will be part of the bargaining unit, regardless of work location.

Section 3.

The Organization shall notify the Guild in writing of any decision to eliminate or not fill a vacant position within thirty (30) days of the decision. The Organization shall disclose reasons for such a decision, and the Guild may bargain concerning the effects of the decision upon request.

Section 4.

Temporary employees who are hired for six (6) months or less are not included in the bargaining unit. Otherwise, all temporary employees shall be included.

Section 5.

Fellows whose salary is paid by the ACLU-VA are considered employees for purposes of the bargaining unit and shall be included in the bargaining unit.

Section 6.

Temporary Employees of more than six (6) months and Fellows whose salary is paid by the ACLU-VA 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 for the purpose of extended family medical leave (EFML) eligibility.
- c. If a Temporary Employee or Fellow is subsequently hired into substantially similar position in the same department as 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 7.

Performance of the following shall be assigned only to employees covered by this contract:

- a. The kind of work either normally or presently performed within the unit covered by this contract,
- b. Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit, and,
- c. Any other kind of work assigned to be performed within said unit.

Managers and other non-unit employees may continue to perform bargaining unit work (as defined in subsections a-c) to the extent that they currently and normally do so, and/or to the extent such employees reasonably must perform such duties to successfully complete their own job responsibilities, so long as said performance of work does not result in a layoff or reduction of hours for any bargaining unit member.

Section 8.

Nothing in Article 1 of this agreement shall be construed as a waiver by the Bargain of its right to bargain over mandatory subjects.

ARTICLE 2. UNION SECURITY

Section 1.

All employees covered by this Agreement who are members of the Guild 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 the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. The Guild 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. The parties to this Agreement recognize that there now exists in the State of Virginia a law which prohibits a Union Shop Agreement. However, if during the life of this Agreement, the law is changed or declared unconstitutional, so as to make legal inclusion of a Union Shop, the provisions outlined in Article 2, Section 2 become effective.

Section 2.

All eligible employees of the Organization shall be members in good standing of the Guild and shall remain in good standing during the life of this Agreement, if they remain in the service of the Organization. All new employees coming under the terms of this Agreement shall, in the event the Organization retains the employee in service after the expiration of a thirty (30) day period, become and remain members of the Union, effective as of the second month of employment.

ARTICLE 3. DUES DEDUCTION

Section 1.

Upon an employee's written assignment, the Organization shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Organization by the Guild. Such schedule may be amended by the Guild at any time. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

Section 2.

The dues deduction assignment shall be made upon the following form:
ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA and authorize the Organization to deduct per pay period from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Organization to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Organization and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Organization and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of

one year, or of each applicable contract between the Organization and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Organization receives it.

This assignment and authorization are voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersede all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Section 3.

The Union agrees to indemnify and hold ACLU-VA and its agents harmless against all claims made by employees for actions taken by ACLU-VA at the request or direction of the Union under this Article by payment of fees and costs of the defense and all damages assessed.

ARTICLE 4. LABOR MANAGEMENT COMMITTEE

Section 1.

In order to promote a climate of constructive labor-management relations and maintain a safe and healthy workplace, a joint Labor Management Committee will be established of two (2) representatives chosen by the Organization and two (2) representatives chosen by the Guild.

Section 2.

The Labor Management Committee will meet on work time quarterly or by mutual agreement at a different frequency. Either party may suggest agenda items in advance of the meeting. The Labor Management Committee will discuss and attempt to resolve issues of mutual concern to the Organization and the Guild, including issues of safety and health in the workplace. The Labor Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances.

ARTICLE 5. INFORMATION SHARING

Section 1. Information

At least annually the Organization will furnish the Guild the following information for employees represented by the Guild:

- a. Name
- b. Hire date
- c. Job title and description
- d. Rate of pay - hourly or salary
- e. Work location
- f. Date of birth
- g. Ethnicity, if provided
- h. Gender identity, if provided
- i. Home address
- j. Personal email address
- k. Mobile phone number

Section 2. Changes to the Organization

The Organization shall notify the Guild and the unit chair within thirty (30) days, unless otherwise noted, by email of:

- a. New unit employees, including all the information required in Section 1, to the extent the Organization has it, within one (1) week after the employee's start date
- b. Any resignations, terminations, retirements, and deaths of employees within seventy-two (72) hours of the Organization becoming aware of such an event
- c. Names of interns, externs, temporary employees hired for less than six (6) months, and other individuals paid by organizations other than ACLU-VA who are performing bargaining unit work; for what purpose or project they have been hired; and for what length of time
- d. Changes in job title and salary with effective date
- e. Material changes in job descriptions and job responsibilities.

Section 3. Employee's Right to Personnel Files

Staff members shall have access to their own personnel files upon request to the Executive Director or Human Resources. Employees may submit a statement in response to any materials included in their personnel file, which shall remain in the file. Employees may also utilize the grievance procedure to challenge any disciplinary action. The Executive Director and a Human Resources representative shall control access to personnel files. Upon request, ACLU-VA will share a bargaining unit employee's personnel file with the Guild within five (5) business days.

Section 4. Board - Bargaining Unit Relations

Once per year, the Board President and/or their designee (who will also be a board member of the ACLU-VA) will meet with up to three staff representatives from the bargaining unit so that the union may share feedback and updates on the ACLU of VA United, its members, and the impact of the union on bargaining unit members and their work to the Board.

The ACLU-VA is committed to facilitating other opportunities for bargaining unit employees and Board members to meet and build positive relationships.

ARTICLE 6. HEALTH AND SAFETY

Section 1.

The Employer shall provide a safe and healthy workplace. The Employer, the Union and all employees shall comply with all applicable laws, standards, and regulations and cooperate in maintaining a safe and healthy workplace.

Section 2.

Employees are encouraged to report all safety and health concerns and shall not be penalized or discriminated against for reporting personal or workplace safety or health problems.

Section 3.

Through the Labor Management Committee, the Employer and the Union will work together in good faith to continue to assess the ongoing threat of the COVID-19 pandemic and implement policies and procedures as needed to mitigate spread as the pandemic evolves.

ARTICLE 7. UNION BUSINESS

Section 1. Sharing Union Information

The Organization agrees to provide an accessible information center for Guild notices and information.

- a. Email: The Union may use the Employer's email server to communicate with bargaining unit employees for Union business, provided however, that employees and the Union understand that there is no expectation of privacy in such email communications since the Employer may need to review emails and their content and attachments in connection with other business, legal and regulatory reasons.
- b. Bulletin Board: The Employer shall designate a space in the office for a bulletin board for the Union's exclusive use of providing non-partisan information to its members. The Union Bulletin Board will be clearly marked and will not display information of the ACLU. Management shall notify the Union of any materials that it considers defamatory or that otherwise could create liability for the organization at which time management may remove the posting.

Section 2. Investigations

One (1) 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 (1) days' advance written notice to their supervisor(s) and is able to complete their work in a timely manner.

Section 3. Grievances

One (1) representative designated by the Union shall be given release time to attend any grievance hearing, arbitration, and other meetings relating to contract administration between the parties that are scheduled during regular working hours, provided they received their supervisor(s)'s approval.

Section 4. Union meetings

Employees will be allowed four (4) times per year to schedule a one (1) hour meeting without management present. These meetings shall occur with pay. Upon request, additional meeting time may be granted by the Executive Director.

Section 5. Union leave

The Organization agrees to grant up to three (3) days per calendar year, without pay and without discrimination, to any employee designated by the Union to attend statewide, regional, or national meetings, trainings, conferences or other opportunities sponsored by the Union, its affiliates or related organizations so long as it does not conflict with scheduling needs of the Organization. In order to use leave under this section, the Union or designated representatives must submit a request to their supervisor(s) at least two (2) weeks prior to the intended absence and such request shall not be unreasonably denied.

Section 6. Access to Facilities

In accordance with applicable policies of ACLU-VA regarding facilities and visitors, a staff representative of the Guild shall have access to the facilities of ACLU-VA 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 Guild representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the Guild representative shall provide the Executive Director or their designee no less than one full workday advance notice of the planned visit.

Section 7. Union Orientation for New Bargaining Unit Employees

The Organization shall notify the Guild before a new bargaining unit employee commences employment. Subject to coordination with ACLU-VA, 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 two (2) days' advance written notice to their supervisor and are able to complete their work. The Organization shall remain neutral in the Guild's efforts to encourage employees to become union members.

ARTICLE 8. PERFORMANCE EVALUATION

Performance evaluations shall generally be conducted annually by the Employer in its sole discretion. New hires shall be evaluated after their first ninety (90) days and at six (6) months. Evaluations will be conducted annually thereafter.

The evaluations 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 ACLU-VA 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 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 have 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.

Upon this review, the employee may request a promotion if the employee meets the minimum qualifications for an available promotion or higher paying position. If the employee does not receive the promotion, they may request a formal written explanation as to why they were not offered the promotion and what next steps they can take to improve their opportunity to be eligible for promotion in the future. No later than six (6) months following the ratification of this agreement, ACLU-VA will develop criteria and qualifications for positions eligible for promotions.

Employees shall receive a copy of their performance evaluation at least one (1) workday before meeting with their supervisor(s) to discuss the evaluation.

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, their designee and Human Resources, as applicable.

ARTICLE 9. PROBATIONARY PERIOD

Section 1. Length of Probationary Period

A new employee shall have all the rights and benefits under this Agreement from the employee's date of hire, except for grievance and arbitration procedures 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 six (6) months 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 or arbitration procedures in this Agreement. Upon the completion of the six-month 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. During the probationary period, employees will receive a three (3) month and six (6) month performance evaluation.

Section 2. Extension of Probationary Period

By mutual agreement with the Guild, 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 procedures of this Agreement. The Employer will notify the employee and the Guild in writing no later than ten (10) business days before the end of the six (6) month probationary period if the Employer intends to extend the Probationary Period and the length by which the Probationary Period is to be extended, during which time the Employer and the Guild will meet to discuss the proposed extension. The Employee 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 10. SENIORITY

Section 1.

For the purposes of this Agreement, seniority is defined as regular cumulative full-time employment, determined by the date of initial hire as a bargaining unit or non-bargaining unit employee or as a temporary employee or fellow according to Section 6 of **ARTICLE 1 RECOGNITION AND COVERAGE**. Part-time employees' seniority will be calculated on a pro-rata basis.

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, (4) is laid-off and is not recalled, or declines recall, as per the provisions of **ARTICLE 22 LAYOFF, SEVERANCE AND RECALL**.

Section 3.

For the purposes of this Agreement, an Employee whose seniority has terminated as above and who is subsequently rehired within two (2) years 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 **ARTICLE 18. HOLIDAYS AND LEAVE**.

Section 5.

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

Section 6.

An Employee who is returned to service from a recall list subsequent to a layoff shall continue to accrue seniority for the period during which the employee was on that recall list.

NOTE: Such accrued seniority from a period of layoff may not count for purposes of the National ACU 401(k). All seniority accrual under the National ACU 401(k) shall be exclusively governed by the official National ACU 401(k) plan documents.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Just and sufficient cause.

There shall be no discipline or discharge of non-probationary employees without just and sufficient cause.

Section 2. Progressive discipline.

Except in the case of gross misconduct, discipline shall be applied progressively by the ACU-VA within twenty (20) working days of the event(s) giving rise to the discipline, or the discovery of the event(s) if later. All discipline will begin at Step 1 unless mutually agreed upon by the Organization and the Guild. The steps for progressive discipline are:

- a. Step 1: Informal verbal warning codified in email
- b. Step 2: Written warning and/or performance improvement plan
- c. Step 3: Final written warning and/or suspension
- d. Step 4: Termination or resignation in lieu of termination
- e. If six (6) 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.

In cases of gross misconduct, discipline may start at Step 3 unless mutually agreed upon by the Organization and the Guild.

Section 3. Discipline Without Written Warning

In cases involving willful, deliberate, or other 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 included but not limited to refusal to follow work related directives or instructions from management (does not include reasonable

expressions of disagreement).

2. Intentionally or recklessly endangering the health or safety of another employee or other individual.
3. Distribution of controlled substances on ACLU-VA time or premises.
4. Unauthorized use of alcoholic beverages or controlled substances on ACLU-VA time or premises. The ACLU-VA will assist and support employees who voluntarily seek help for substance abuse or addiction before becoming subject to discipline or termination under this or other ACLU-VA policies. Such employees will be allowed use of their available PTO and/or FML, referred to treatment providers and otherwise accommodated as required by law.
5. Harassment of fellow employees, clients or others on the basis of race, gender, gender identity or expression, religion, color, age, national origin, ancestry, disability, sexual orientation, sex, or other protected class status.
6. Misuse of donor or client funds or intentional or reckless misuse of ACLU-VA funds.
7. Theft or intentional abuse of ACLU-VA property or the property of others.
8. Significant breach(es) of security or confidentiality of personal or other sensitive information, including but not limited to donor, grantor or similar information.
9. Falsifying time sheets, records or other ACLU-VA records or reports.
10. Falsification of hiring documents related to material components of core job requirements or essential skills and abilities.
11. Intentional or reckless misuse of ACLU-VA passwords, passcodes or keys.
12. Misuse or unauthorized dissemination of ACLU-VA work product, database information, records, or other ACLU-VA proprietary information.
13. Creating a security risk by the unauthorized removal, copying, using or disclosure of confidential records.
14. Possessing a firearm while on ACLU-VA office premises or at ACLU events or programs.
15. Serious breach of the Virginia Rules of Professional Conduct.

Section 4. Response letter.

An employee may add a written response to any notice of discipline in the employee's personnel file.

Section 5. Notification

The Employer shall simultaneously notify the Guild when an Employee is disciplined or discharged. The notice must state the reason for discipline or dismissal. 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.

Section 6. Grievance Following Termination

A grievance challenging the discharge of a non-probationary Employee may be filed in the first instance at Step 3 (see **ARTICLE 12 GRIEVANCE AND ARBITRATION**) and must be filed within fifteen (15) calendar days of the Union's notice of discharge in accordance with the grievance and arbitration provisions of this Agreement.

Section 7. Discipline

Discipline includes written warning, performance improvement plan, suspension from work, and discharge. The term does **not** include performance evaluations 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 8. Suspension

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

ARTICLE 12. 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; 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 ACLU-VA 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. Grievances concerning the discharge of a non-probationary employee shall be filed at Step 3 (see Section 4 of this Article). Grievances will not be denied for errors or omissions in filing according to this section. However, the Employer may request that the Union provide the Employer with pertinent information to properly respond to the grievance.

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 notice of the grievance in writing to the aggrieved employee's immediate supervisor(s), with a copy to the Executive Director, not later than twenty (20) 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. Upon submission of this notice, the Union representative and/or aggrieved employee shall have ten (10) calendar days to submit fully drafted complaint and supporting documentation. If notice of a grievance has not been submitted within twenty (20) 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. This process shall not interfere with employees' satisfying their normal job responsibilities.

The immediate supervisor(s), or the Department Head or Executive Director if the immediate supervisor(s) is on leave, shall offer to hold a meeting within fifteen (15) workdays of the date the written grievance was received.

The supervisor(s), or Department Head or Executive Director if the immediate supervisor(s) is on leave, shall provide a decision in writing to the employee(s) within fifteen (15) calendar days of the meeting.

The employee(s) has a right to the presence of a Union representative at such meeting.

Step 3: In the event that the matter is not resolved in Step 2, the aggrieved Employee(s) and/or the Union representative shall submit the written grievance form to the Executive Director, or designee, as applicable, not later than thirty (30) calendar days after the date the Step 2 decision was received; not later than thirty (30) calendar days from the meeting if no decision was offered; or not later than twenty (20) calendar days after submitting the grievance if no meeting was offered.

In the case of termination, the aggrieved employee(s) and/or the Union representative shall submit the written grievance form to the Executive Director, or designee, as applicable, not later than fifteen (15) calendar days from the employee's receipt of the notice of termination.

The Executive Director or their designee shall offer to hold a meeting within ten (10) calendar days of the date the written grievance was received by the Executive Director, or designee, at this Step. The Executive Director shall provide a written decision to the employee(s) within fifteen (15) calendar days of the meeting. If the Executive Director does not offer a meeting within ten (10) calendar days, the employee(s) and/or Union representative may move to Step 5 and will have twenty (20) calendar days to request arbitration.

Step 4: If the grievant(s) and/or the Union representative is not satisfied with the written response under Step 3, they may submit, in writing, a request to mediate within fifteen (15) calendar days of the receipt of such response or denial. The Employer will notify the union in writing within five (5) calendar 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 fifteen (15) calendar 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. The parties shall utilize the services of the Federal Mediation and Conciliation Service (FMCS). 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) calendar days of the conclusion of the mediation.

Step 5: Contractual grievances and disciplinary grievances involving suspension or termination, which have not been settled at Step 3 - 4, may be submitted to arbitration in the following manner: Within twenty (20) calendar days of receiving the Step 3 or Step 4 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

Commented [SS1]: I meant to remove "In the case of termination" from the third paragraph, not the second one. I believe the intent is for all step 3 grievances to be heard within 10 calendar days and to get a decision within 15.

Agreement, or to issue any decision or award inconsistent with applicable law. 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.

In the event that arbitration is requested, the parties shall jointly, in writing, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Within seven (7) days of receipt of such panel, the parties shall follow the FMCS procedures and separately submit their choices to FMCS to select an arbitrator from such panel. The arbitrator's decision shall be final and binding on both parties. Nothing in this provision shall prevent the parties from agreeing to an arbitrator not on the panel submitted by FMCS or prevent either party from requesting a new panel of potential arbitrators.

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.

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. Employees have the right to have Union representatives present at any discussions of time limits.

Meeting dates will be agreed upon by all parties.

If the Union fails to exhaust remedies (not including informal meetings or mediation) under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed abandoned. If any Employer responses are not received within the prescribed time limits, the Union may move the grievance to the next Step of the grievance procedure.

Section 9.

As noted above, in the event an employee is discharged and elects to file a written grievance pursuant to this Article, such grievance shall be submitted directly to Step 3 of the grievance procedure herein as the initial Step of the procedure.

Section 10.

No record of filed grievance shall be included in an employee's personnel file and no adverse action shall be taken against employees for filing a grievance. The Employer will maintain records of grievances and related dispositions of such grievances in the normal course of administering this Agreement.

ARTICLE 13. HIRING, VACANCIES AND ONBOARDING

Section 1. Hiring

At least one member from the EDIB committee will be invited to participate in the hiring process.

All job postings by the ACLU-VA will include the salary band for the position, eligibility for overtime, expected weekly hours, job responsibilities, eligibility for the bargaining unit, qualification requirements, and job title.

Section 2. Hiring Point in Salary

The salary offered to a new hire will be made according to their experience and qualifications. Successful applicants shall be chosen based on their qualifications, including years of relevant lived and professional experience, transferable skills, and job-related knowledge. Professional degrees may be taken into account. The Organization shall not ask job candidates for previous salaries, although job candidates can disclose this information voluntarily.

Section 3. Onboarding

Each new hire will be provided with the Organization Handbook, this bargaining agreement (upon ratification) and any internal Processes and Procedures that are relevant to their job. The new hire will receive training on new equipment, forms, procedures and responsibilities as soon as practicable. The Organization will also provide EDIB training and access to the organization's

EDIB written resource materials. The Supervisor will meet regularly with new hires to ensure institutional and job knowledge and expectations are being adequately communicated.

Section 4. Transfers, Promotions, and Vacancies

The Employer will post notices of vacant bargaining unit positions or newly created bargaining unit positions internally and notify the Guild at least seven (7) consecutive workdays (excluding Saturday, Sunday, and ACLU-VA holidays) before it posts and advertises the position externally.

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 be within seven (7) days of the internal posting. Any employee within the bargaining unit may apply for the posted position. The Employer shall also consider factors such as diversity, seniority, education, relevant experience, relevant multi-lingual abilities, and other relevant, job-related skills when making the final decision. All management decisions relating to promotions, transfers and filling vacancies will be made in good faith and in the best interests of the ACLU-VA by the Employer. ACLU-VA staff denied for a position may request a letter explaining why they were not selected for the position.

Hiring processes for current employees seeking to fill an internal vacancy need not adhere to the external hiring process. Management may adjust the steps of the hiring process to avoid repetition and unnecessary assessment of internal candidates.

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.

ARTICLE 14. PROFESSIONAL DEVELOPMENT

The Organization shall provide adequate initial and ongoing training for all ACLU-VA staff to be able to fulfill their job duties.

Section 1. Diversity, equity and inclusion training.

The ACLU-VA shall require ongoing training opportunities that deepen the staff's racial justice analysis and understanding of diversity, equity, and inclusion as outlined in the Anti-Racism, Equity, and Inclusion section of this agreement.

Section 2. Skills-based training.

The ACLU-VA 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-VA. Each year, each employee will work with his or her 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.

Section 3. Budgetary allowance for training.

The Organization will offer up to \$1,500 per employee per year to cover costs of approved professional development and training. Time spent in supervisor-approved training shall be considered regular work time, and the expense policy shall apply for any associated travel expenses. To be eligible for full professional development funding, the employee must be a full-time bargaining unit employee and have successfully completed their probationary period, unless otherwise approved by the employee's immediate supervisor. This does not apply to training made available to the whole staff. Part-time employees shall receive professional development funding on a pro rata basis.

Attendance at one (1) National ACLU conference per year, when attendance at such conference is approved by an employee's supervisor, will not count against the employee's professional development allocation.

Section 4. Additional Jointly Proposed Funds Approved by Labor-Management Committee

In addition to funds available under Section 3 above, the parties agree that additional professional development funds totaling no more than \$2,500.00 in the aggregate per contract year shall be available to Employees under the following conditions:

- The Employee submits a proposal to the Labor Management Committee with the sign-off of their immediate supervisor;
- The annual funds available to any Employee shall be limited to \$1,250.00 per contract year;
- An Employee shall be limited to \$1,250 in funds during the duration of this agreement, but can apply for and receive smaller quantities per contract year;
- There shall be no "rollover" of unused funds under this Section;
- The Labor-Management Committee shall review and have the discretion to approve or deny such joint requests.

ARTICLE 15. HEALTH AND FAMILY

Section 1. Health insurance

Regular and limited term employees are eligible to participate in the medical plan on the first day of employment. ACLU-VA will cover the full cost of insurance for employees and 50% of spouse/domestic partners and dependents coverage. The ACLU-VA will not pay the coverage costs for spouses who have reasonable access to health insurance coverage through their own employment. Reasonable access is defined as an ACA qualifying plan offered through an employer wherein that employer will cover at least 50% of the cost of the spouse's coverage. The employee will be required to provide proof of the insurance plans from the spouse/domestic partner's employer.

Eligible employees can enroll in the group health insurance plan subject to the terms and conditions of the agreement between the ACLU-VA and its insurance carrier or, if covered by an

alternative employer sponsored medical plan, can choose to opt out of the ACLU-VA group health insurance plan.

Employees who opt out of the group health insurance plan may request reimbursement for the out-of-pocket health insurance premiums they incur for their alternative coverage up to, but no more than, the cost of insuring them (the employee only) through the ACLU-VA group plan, upon presentation of a bill from their health insurance provider. Reimbursements under an individual insurance plan are not permitted by federal law. The ACLU-VA will not reimburse for the cost of spouses and dependents on other health insurance plans. The following documentation must be submitted to Human Resources for approval. Documentation from the employer providing the insurance must show the amount paid to cover the ACLU-VA employee. Employees will be required to submit new documentation each December during the ACLU-VA open enrollment period. If no documentation is submitted within thirty (30) days, the employee forfeits the reimbursement for that month.

The ACLU-VA recognizes that companies may have a different open enrollment period than the ACLU-VA. Therefore, employees are responsible for notifying Human Resources if their premiums change during the fiscal year. Employees who do not provide the annual update will not be reimbursed until documentation is provided.

Section 2. Dental insurance

Regular and limited term, full-time employees are eligible for ACLU-VA-sponsored dental insurance, at no cost to the employee, on day one of employment. Employees may add a spouse/domestic partner or dependent at the employee's expense.

Section 3. Vision insurance

Regular and limited term, full-time employees are eligible for ACLU-VA-sponsored vision insurance, at no cost to the employee, on the first of the month following the first day of employment at the ACLU-VA. Employees may add a spouse/domestic partner or dependent at the employee's expense.

Section 4. Short-term disability

Regular and limited term, full-time employees are eligible for ACLU-VA short-term disability (STD) insurance, at no cost to the employee, on the first of the month following the thirtieth day of employment at the ACLU-VA. STD benefits are paid to eligible employees who cannot work because of qualifying disability conditions caused by a non-work-related injury or illness. The STD policy provides partial income replacement at 66.67% of the employee's salary (with a maximum of \$1,250/week) to disabled affected employees fourteen (14) calendar days after the injury or beginning of the illness period when the employee could not work. The ACLU-VA will continue to pay health insurance, dental, vision, life, STD, and long-term disability (LTD) benefits for the employee and covered dependents. Employees are required to continue to cover their portion of any dependent costs during a period of short-term disability.

In the event of a workplace accident that causes injury, STD benefits will be offset by any payments received through workers' compensation insurance. An employee's maximum benefit

cannot be greater than their regular base salary. Employees with unused FML will be required to use all of their available FML hours before applying for coverage under the STD plan.

Section 5. Long-term disability

Regular and limited term, full-time employees are eligible for ACLU-VA long-term disability insurance, at no cost to the employee, on the first of the month following the thirtieth day of employment at the ACLU-VA. LTD benefits are paid to eligible enrolled employees who have a long-term absence due to an illness or injury and cannot work. The long-term disability policy provides partial income replacement at 60% of the employee's salary (with a maximum of \$5,000 a month) to disabled employees starting 181 days after the employee is affected.

Eligible employees must participate in the LTD plan subject to the terms and conditions of the agreement between the ACLU-VA and its insurance carrier. The ACLU-VA will not pay health insurance or other benefits once a person is on LTD.

If an employee becomes disabled and is no longer able to perform the essential functions of their job even with reasonable accommodation, the ACLU-VA may, at the Executive Director's discretion, offer alternative employment in a job the essential functions of which the employee may perform with reasonable accommodation. If such an option is offered, then the employee will not be eligible for LTD.

If an employee is disabled and working in an approved rehabilitation program, they may be eligible for a work incentive benefit. The Rehabilitation Incentive Benefit allows an employee to receive up to 110% of their pre-disability earnings from a combination of disability benefits and work earnings.

Section 6. Wellness Reimbursement

Full-time ACLU-VA employees will receive a \$100 stipend toward wellness expenses per fiscal quarter, beginning April 1 of each year. Those not employed as of the start of the quarter will receive their stipend at the beginning of the full quarter.

Section 7. Retirement

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.)

ARTICLE 16. HOURS AND OVERTIME

Section 1. Work Hours

All full-time ACLU-VA employees are entitled to a 1/2-hour paid lunch break each day they work, meaning that all employees will work 37.5 hours a week.

Section 2. Time Keeping

All ACLU-VA employees, regardless of employment classification, are asked to keep time records to facilitate management decisions about hiring and programming and to provide information essential for accurate budgeting and financial reporting. Such information includes hours spent on work for each ACLU-VA program, grant, legal case, etc. Employees shall be trained on accurate timekeeping reporting by Human Resources during new-employee orientation. Any changes in timekeeping reporting processes will be communicated in writing to bargaining unit employees.

An employee wishing to use PTO must submit a request and obtain supervisor approval through the timekeeping system. Submission only is not enough, and PTO must be approved before it is taken.

Because of legal requirements, non-exempt employees are responsible for accurately recording their hours of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" means all time that non-exempt employees spend performing their assigned work.

To ensure accurate timekeeping for compliance, non-exempt employees must accurately record the time they start and stop work in the timekeeping system. Additionally, employees have the option to flex their workdays with approval from their supervisor. Any flexed work schedule for full-time employees should still reflect the standard 8-hour workday, including a one-half-hour paid lunch break.

Travel time spent to attend meetings, court hearings, or other work-related activities is compensable time. Travel time does not include an employee's regular commute or travel to and from the Richmond office. Staff who are based outside of the Richmond metropolitan area at the request of the affiliate may count their travel time to and from Richmond as compensable time.

Non-exempt employees must verify their time records to affirm their accuracy and submit their timecards to their approving supervisor each pay period. Each supervisor will review and approve the time record. Each supervisor is expected to review the timecard for accuracy before approving the timecard and submitting it for payroll processing or informing their employee that a correction or change is needed.

Section 3. Overtime

There may be times when, based on the needs of individual teams of the ACLU-VA, it becomes necessary for employees to work outside of the normal 40-hour workweek because the organization cannot meet its operating requirements. In this case, only non-exempt employees are eligible for overtime.

When mandatory overtime hours are required, the organization will try to give employees advance warning whenever possible. In the event that a supervisor deems overtime to be mandatory, they will strive to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

Non-exempt employees must obtain advanced approval from their supervisor before working

overtime. If an employee's direct supervisor(s) is unavailable, the employee must obtain advanced approval from the team leader or their designee or the HR Manager. In circumstances where advanced approval through these means was not possible due to the nature of the work and unavailability of supervisors, the employee, their supervisor, and the HR Manager shall consider approval to be retroactive where there was a demonstrated bona fide urgent need.

Non-exempt employees will receive overtime pay of one-and-one-half times their regular rate of pay in accordance with federal and state wage and hour laws, starting at 40 hours. Time worked between 37.5 and 40 hours will be paid at the employee's regular rate. Paid time for organization-wide holidays, including Summer Fridays, FML, PTO, and other paid leaves of absence, are counted as hours worked, except for calculation of overtime. The ACLU-VA may not retroactively require a nonexempt employee to accept paid time off as compensation and agrees to pay the employee at their applicable hourly or overtime rate.

For purposes of overtime calculations, the workweek runs from Sunday through Saturday. Team leaders and supervisors are responsible for ensuring that non-exempt employees who work more than 37.5 hours in a given workweek are fairly compensated for their actual hours worked.

Section 4. Flex Work

Employees may request a flexible work schedule subject to approval by their direct supervisor and the Executive Director, and placed on file with HR, provided that they work the hours expected of their positions each week.

Approval of flexible scheduling arrangements does not alter an employee's responsibility to attend all required meetings, and develop, nurture, and maintain their relationships with coalition partners. The employee's compensation, benefits, work status, and work responsibilities will not change as a result of their use of approved flexible scheduling.

Exempt employees who are absent from work for fewer than four hours are permitted to adjust their schedule, in consultation with their supervisor to accommodate the work schedule without using PTO.

ARTICLE 17. EMPLOYEE LOCATION, REMOTE WORK, AND IN-OFFICE WORK REQUIREMENT

Section 1. Employee Location

Employees of the ACLU-VA must live within the state of Virginia or within 150-mile driving radius of the main ACLU-VA office (701 E Franklin St., Suite 1412, Richmond, Virginia 23219) unless an exemption has been granted by the Executive Director. Within these bounds, employees may choose to live outside the Richmond, VA area as long as they are still able to meet all job responsibilities and duties or they may be assigned by ACLU-VA to live in Richmond or in a location other than Richmond, VA. All required work assignments outside Richmond, VA will be communicated at the time of hire and clearly specified in all applicable job descriptions.

Section 2. In-office Work Requirements

Regardless of location, all employees shall be required to work from the office one (1) day per month. Employees living within a 1-hour drive of the ACLU-VA office in Richmond, VA shall be required to work from the office one (1) day per week, on a date specified by management. Compensation for commuting shall be limited to \$25 per month unless the ACLU-VA requires a specific geographic location for a position.

Employees who choose to work from the office for at least two (2) days per week will be assigned a private office, space permitting. Employees working from the office for one (1) day per week or fewer shall receive a shared workspace.

Based on job responsibilities, employees may be required to work from the office or otherwise in-person more often. All in-person work requirements will be communicated at the time of hire and clearly specified in all job descriptions. After the time of hire, all changes to in-person work expectations for individual employees will be communicated at least thirty (30) days in advance.

Section 3. Remote Work

Upon hire, all employees will receive a \$200 Work from Home stipend. The ACLU-VA will continue to reimburse employees up to \$25 per month for office supplies or travel expenses based on the article in the travel reimbursement section.

Upon request and approval, an employee may modify their in-office or other in-person work requirements for up to four (4) weeks per year. All remote work hours must be on file with HR and the employee's supervisor before it is taken. If approved, the employee will not be obligated to work in person during that time. Requests for extended remote work will not be arbitrarily denied. Any arrangement longer than 4 weeks must be approved by the Executive Director.

Section 4. Health and Safety

During the term of this Agreement and consistent with existing CDC policy and guidance, all staff must be fully vaccinated against COVID-19 or must have received an accommodation for health or religious reasons. Proof of vaccination must be provided to Human Resources. Masks will be worn if requested by any employee.

To receive a health or religious accommodation for the COVID-19 vaccine, staff must obtain an accommodation form from HR, complete it, and submit the accommodation form to HR. A representative from the Senior Leadership Team (SLT) and an HR representative will evaluate whether to grant the accommodation requested in the form consistent with the laws and regulations related to the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; Section 504 of the Rehabilitation Act, 29 U.S.C. 794; the Virginians with Disabilities Act, Va. Code Ann. §§ 51.5-40, 51.5-41; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e17 (as amended). The SLT representative and HR representative will provide a written response to the accommodation request within ten (10) business days of the form's submission. If the request (or any part of the request) is denied, the written response must explain the reasons why the request (or part of the request) was denied. The employee may appeal any denial of a health or religious accommodation request (or a denial of any part of the request) by submitting a

written request for an appeal. Upon receiving the appeal, the SLT and HR representative shall promptly schedule and hold an appeal meeting. The employee will be entitled to union representation at any appeal meeting. Any decision to deny the accommodation request after an appeal meeting, in whole or in part, must be provided in writing within ten (10) business days of the appeal meeting. If the request (or any part of the request) is denied, the written response must explain the reasons why the request (or part of the request) was denied. Any final decision in accordance with this section shall be excluded from the grievance and arbitration process in this agreement.

Employees shall not be required to work in-person if they are not feeling well. Employees experiencing COVID-like symptoms should test for COVID-19 using the CDC recommended test covered by ACLU-VA insurance or by reimbursement. If an employee obtains a positive COVID test result, they may use up to 10 days of paid COVID sick leave which does not count against other forms of paid leave. Employees may also use COVID sick leave as they wait for their test result.

ARTICLE 18. HOLIDAYS AND LEAVE

Section 1. Holidays

- Martin Luther King, Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Juneteenth
- Independence Day (July 4)
- Summer Break (office closes 4 additional days during the week of July 4th holiday)
- Labor Day (first Monday in September)
- Indigenous People's Day (2nd Monday in October)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- December 24 (office closes at 1:00 p.m.)
- December 25 through January 1
- Two floating holidays throughout the year

Should an Employee be required to work on a Holiday due to the nature of their jobs (for example, General Assembly or Court dates), that holiday will be a floating holiday for the employee, so long as it is taken within the same fiscal year.

Section 2. Summer Fridays

All full time ACLU-VA employees are entitled to end their day at 1 p.m. every Friday in July and August.

Section 3. Paid time off (PTO)

Regular and limited term, full-time employees are eligible for PTO. Each regular or limited term, full-time employee of the ACLU-VA, regardless of tenure, will be provided 160 hours (twenty days) of PTO each year, granted on the first day of the fiscal year. PTO shall be granted pro rata to any employee who begins employment after the first day of a fiscal year. An employee may use PTO for any reason. Employees can roll over 80 hours (10 days) per year. Part-time employees' hours will be granted pro rata based on their regularly scheduled work hours.

Section 4. Paid Family and Medical Leave (FML)

Regular and limited term, full-time and part-time employees are eligible for FML on the first day of employment. Each regular or limited term, full-time employee of the ACLU-VA, regardless of tenure, will be provided 160 hours (twenty days) of paid FML each year, granted on the first day of the fiscal year. FML hours will be granted pro rata to regular or limited term, part-time employees based on their regularly scheduled work hours. Part-time employees may only take FML in place of regularly scheduled work hours. FML will be granted pro rata to any employee who begins employment after the first day of the fiscal year.

An employee may use the paid FML time for personal illness, mental health days, visits to health care providers, or to act as a caregiver for someone who is sick or needs care for any reason.

If an employee wishes to take FML, they should notify their supervisor and Human Resources as far in advance as possible by submitting a request through the automated time-off system.

If an employee is on FML for an extended absence because of a personal illness or injury, they must also apply for any other available compensation and benefits, such as workers' compensation, state disability insurance, or ACLU-VA short term disability insurance. FML benefits will be used to supplement any payments that they are eligible for from these programs. The combination of all payments and FML may not be more than normal weekly pay.

Section 5. Jury and Witness Duty

The Organization supports employees performing their civic duties through jury duty and will pay any regular or limited term, full-time or part-time employee at their regular rate for their days of service. Part-time employees will only be paid for their regularly scheduled hours. Employees are required to present the summons to their supervisor and Human Resources as soon as receiving notice. Employees are not permitted to use PTO or other paid leave in order to perform jury duty. If an employee is released from jury duty after four (4) hours or fewer, they may report to work to complete the scheduled workday. For any service more than four (4) hours, exempt employees are not required to report to work. Non-exempt employees with fewer than three (3) hours of work left in their scheduled workday, will not be required to report to work.

Employees who are subpoenaed as a witness will follow the same process as described above for jury duty.

Section 6. Bereavement Leave

All regular or limited term ACLU-VA employees may take up to five (5) days of paid bereavement leave upon the death of a loved one, including in the case of stillbirth or miscarriage. Employees must notify their supervisor and Human Resources as soon as possible. Employees may use available PTO hours for needs beyond the allowed five (5) days. Bereavement pay will be computed at the employee's regular rate of pay for eight (8) hours per day. Part-time employees will be paid only for regularly scheduled hours. The Organization will continue to participate in the Employee Assistance Program (EAP) if available and will inform staff of offered benefits available under the program.

Section 7. Voting leave

The Organization recognizes that voting is a right and encourages all employees to exercise their rights. The Organization will provide all employees two (2) hours of floating compensated time to vote, either on Election Day or on an early voting day.

Section 8. Unpaid leave

Full-time employees may occasionally request unpaid leave. Unpaid leave may be requested for educational, professional, or other purposes, or for a small number of days to supplement vacation leave. Unpaid leave must be approved in advance by the employee's supervisor and the Executive Director and must be on file with HR. Employees taking unpaid leave will continue to receive benefits and accrue vacation leave for one pay period in a fiscal year, provided the employee pays any required employee contributions for benefits.

Section 9. Extended Family Medical Leave (EFML)

The ACLU-VA provides eligible employees with extended paid family medical leave (EFML) up to an additional fifty-five (55) days in a rolling 365-day period if they have a qualifying need. ACLU-VA staff can use their available days of PTO and available days of FML in addition to EMFL once EFML has been exhausted for the qualifying need.

Eligibility: Regular, full-time employees become eligible for EFML after the 6-month probationary period ends. An exception may be requested by an employee still in their probationary period and may only be granted by the Executive Director. In the case of an exception that is granted, the probationary period will still apply. Qualifying needs eligible for EFML include:

- Birth and care of a newborn child or placement of an adoptive or foster care child (inclusive of primary and secondary parents, adoptive and foster parents, and surrogate birth parents).
- Care for self or another person with a serious health condition.

Eligibility will be determined on a case-by-case basis by the employee's supervisor and the

Executive Director and in consultation with the “Definition of Serious Health Condition” contained in the personnel manual.

Exclusions from eligibility for EFML include:

- Temporary employees including interns and contract employees.
- Limited term employees unless an exception is requested and granted by the Executive Director.
- Employees who do not intend to return to work for ACLU-VA after their leave.

A qualifying employee must provide at least sixty (60) days’ advance notice when the need is foreseeable and notice is practical. The timing of the leave should be discussed and agreed upon with the employee’s supervisor and team leader to ensure that the scheduled leave meets the needs of the employee and ACLU-VA. If it is not possible to provide sixty (60) days’ advance notice, the employee must provide notice as soon as possible and obtain the approval of the employee’s direct supervisor, team leader and Executive Director.

Section 10. Sabbatical

The Organization recognizes that working in advocacy, impact litigation, organizing and civil rights may be taxing on the emotional, mental, and physical health of their employees. To combat burnout and fatigue, the Organization will implement the following sabbatical plan:

Employees are eligible for one (1) calendar month of sabbatical leave after five (5) years of continuous employment with the Organization, and sabbatical leave must be taken within two (2) years of eligibility or within (2) years of the ratification of this CBA for those who were eligible prior to ratification. An employee who takes a sabbatical leave will not become eligible for another sabbatical leave until at least five (5) years from the end of the initial sabbatical leave. Employees are not permitted to take any other extended paid leave contiguous with a sabbatical leave in order to take a longer leave period.

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 Organization determines that it is inconvenient to place a particular employee on sabbatical leave, the Organization will arrange to reschedule the sabbatical leave at the earliest possible time requested by the employee.

To avoid productivity issues, only one staff member may be on sabbatical leave at a time. Requests will be reviewed on a first-come, first-served basis. If approved, the employee will be notified in writing. The employee’s compensation and benefits will continue uninterrupted during 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 sabbatical 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 sabbatical leave, the start date, and the end date.
- Sabbatical leave time cannot be split (i.e. the leave must be continuous).
- If the employee chooses not to take all of the approved sabbatical leave, no compensation will be paid in lieu of untaken sabbatical leave.
- The Employer assumes no responsibility for expenses associated with sabbatical leave.
- PTO of three (3) or more consecutive days may not be taken within two (2) months before or after taking a sabbatical leave.
- Employees on sabbatical leave may not work for the Organization or take any other new paid employment in conflict with the nature of the work at ACLU-VA during the sabbatical leave.

Any unused sabbatical leave is forfeited. This leave is not intended to be an extension of PTO or any other current benefit provided by the organization. In extraordinary individual circumstances an employee eligible for sabbatical leave may request an exception to this and may combine the sabbatical leave with other benefits upon supervisor, HR, and Executive Director approval.

Section 11. Military Leave

Eligibility

The parties agree to fully comply with all provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and other applicable laws.

The Employer reserves the right to request verification details from any Employee returning from military leave.

The Employer reserves the discretion to provide employees with merit increases/additional bonuses during the term of this Agreement.

Benefits

If an employee is absent from work due to military service, benefits will continue as follows:

1. An employee on extended military leave may elect to continue group health insurance coverage for themselves and covered dependents under USERRA and the same ACLU-VA premium coverage and conditions from the date the leave of military absence begins. Per the insurance providers requirements, the employee and covered dependents can continue group health insurance for up to 24 months. Employees will be required to plan for the premium to be received by Human Resources by the first of each month after the initial month of active military service.
2. ACLU-VA group term life insurance will terminate the day the employee becomes active military, per the provider’s requirements.

3. ACLU-VA group short-term and long-term disability insurance will terminate the day the employee becomes active military, per the provider's requirements.

Returning from Military Leave

If an employee returns from military leave that was fewer than thirty-one (31) days, upon return from leave they will be granted the same seniority, pay, and benefits as if they had worked continuously in the same position.

If an employee was on military leave for more than thirty-one (31) days, they are not guaranteed the same position upon return to work if their military leave puts the ACLU-VA in a position of hardship. The ACLU-VA will make every effort to return the employee to the same position. The Executive Director will evaluate each occurrence on a case-by-case basis.

Employees on temporary or extended military leave may, at their option, use any or all accrued PTO leave during their absence.

When the employee intends to return to work under the specified time described above, they must notify Human Resources and their team leader within seven (7) days of return home from military service to determine their designated day to return to work at ACLU-VA. If the employee does not return to the ACLU-VA within three (3) days of their designated date to return to work, it will be treated as a voluntary resignation.

Section 12. Returning Citizens/Formerly Incarcerated People

Formerly incarcerated people are permitted to use their PTO to attend parole hearings, meetings or other necessary appointments. While the employee must be able to perform the essential functions of their job, the Organization will make reasonable efforts to allow formerly incarcerated people who are prohibited from interstate travel to find mutually agreeable alternatives for such work.

Section 13. Denials of Time-Off Requests

Leave requests shall not be unreasonably denied, and supervisors shall exercise their authority under this section in a nondiscriminatory and equitable manner. The Organization will make reasonable adjustments to accommodate time-off requests and operate in good-faith to approve time-off for Employees.

ARTICLE 19. EXPENSES, EQUIPMENT AND TECHNOLOGY

Section 1. Expense reimbursement

The organization will reimburse staff for appropriate business expenses that are approved by their supervisor and adhere to the organization's financial policies. Purchases that violate the financial policies will not be reimbursed unless approved by the Executive Director in advance (e.g., travel insurance, alcohol, etc.). Employees are required to obtain supervisor approval for all purchases beyond their \$25 office supply allowance except in the facilitation of job duties (e.g., case filing fees, courier fees, FOIA requests, etc.). Reimbursements will be made by direct

deposit or by check. Employees who wish to have their reimbursements paid by direct deposit must complete an ACH reimbursement form. This form will remain in place for all future reimbursements unless rescinded by the employee at any time. Reimbursement checks will be processed within one week of full approval. All reimbursements must be submitted within thirty (30) days of the purchase. Employees are encouraged to submit their expense reimbursement statements immediately after the purchase but a minimum of monthly.

Employees are not expected to use their own funds to pay for work-related expenses, such as non-commute travel, filing fees, or the like. ACLU-VA may meet this obligation by providing individuals with credit cards, providing staff advances as appropriate, paying the expense through the purchase request process, or providing access to a team leader's credit card to make such purchases.

Section 2. Wi-Fi stipend

In recognition of the ways Wi-Fi is necessary, even for folks who work 9-5 in the office, employees of the ACLU-VA will receive \$50 monthly toward their Wi-Fi expenses.

Section 3. Transportation reimbursement

The ACLU-VA will reimburse employees for all work-related travel when using their personal vehicle in accordance with the IRS reimbursement rate. For trips over 300 miles, staff are expected to compare the cost of a car rental and select the most economical method of travel.

ACLU-VA will designate suitable parking for employees while at the office. ACLU-VA will reimburse employees for parking in the designated location(s) when ticket validation stickers are not available. Employees who visit the office monthly may park at their own discretion and will be reimbursed up to \$15 per day for parking or equivalent to the daily parking rate for provided ACLU-VA parking if it increases from \$15.

Section 4. Equipment updates

Updates, fixes, and replacements of technology (laptops, monitors, iPads, etc.) will be made in accordance with the Organization's equipment maintenance and replacement schedule. Any defective equipment will be replaced as needed, including a demonstrated need from the employee.

Section 5. Student Loan Assistance Program

Full-time ACLU-VA employees with student loans are eligible for a \$150 monthly allowance towards their loan payments. Payments will be made directly to the loan provider. The loan must have been incurred for the employee's education. Loans for spouses and dependents are ineligible. Employees must enroll in the Education Loan Assistance Program managed by a third-party vendor and qualify each month. Payments will be disbursed per the third-party's disbursement schedule. These benefits may be taxable to the employee pursuant to the IRS guidelines.

Section 6. Coffee & Snacks

The ACLU-VA will establish a \$500 monthly budget to supply coffee, snacks, and filtered water in the office breakroom for employees to use at no charge.

ARTICLE 20. ANTIRACISM, EQUITY, AND INCLUSION

Section 1. Non-discrimination

This provision ensures protection from discrimination, inequitable, and unjust treatment of unit employees. No unit employee shall be discriminated against based on their race, sex, gender, gender expression, gender identity, sexual orientation, age, national orientation, immigration status, citizenship status, ability status, size, political leanings, marital status, caregiving status, or any other protected status.

Section 2. Anti-harassment

Harassment, abuse, discrimination, bullying, retaliatory behavior, or any other verbal or physical intimidation will not be tolerated by the Organization. All employees must abide by the anti-harassment, non-discrimination policies outlined in this Agreement, and it is intended to protect all employees, volunteers, interns, and contracted staff.

Section 3. Trainings

In coordination with the EDIB Committee, ACLU-VA will offer at least one (1) training per quarter on issues including racial justice, equity, and belonging. In addition, with approval of their supervisor, staff may use the \$1500 professional development allotment for their own learning, including justice and equity readings and continuing education.

Section 4. EDIB committee stipend

The Equity, Diversity, Inclusion and Belonging (EDIB) committee will be compensated \$100 per month for their work on the committee, \$200 per month for Chair and Co-Chairs.

Section 5: Equitable Contracting

The organization is committed to advancing equity across all its programs and operations, including through our procurement and contracting practices. We will endeavor to contract with consultants, businesses, and vendors who represent the communities we serve, prioritizing minority and women owned entities where practicable.

Section 6: LEP Access

While an employee must be able to perform the essential functions of their job, the Organization will endeavor to provide support as practicable for an employee with limited English proficiency (LEP). ACLU-VA will also provide reasonable accommodations for language access needs related to disability, such as ASL translation. The employee with language access needs should contact their immediate supervisor and Human Resources to discuss support or accommodations.

Through the Labor Management Committee, the Employer and the Union will work together in good faith to discuss issues related to accessibility and how the ACLU-VA can make its output more accessible to the community served by this organization.

Section 7. Nursing/Lactating People

ACLU-VA will allow for compensated break time for a nursing/lactating employee to nurse and/or express breast milk. ACLU-VA will make a designated wellness space for lactating people to access.

ARTICLE 21. IMMIGRANT RIGHTS

Section 1. Notification

In the event the Organization becomes aware of a question of whether an employee currently holds authorization to work in the United States, the Organization shall notify the employee within one (1) business day and the Guild with the employee’s written permission. If consistent with the Organization’s legal obligations, the affected employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken. Should the employee require time off to rectify their work authorization, the Organization will not unreasonably deny them requested leave and hold their position for a reasonable amount of time, not less than the employee’s available PTO. Upon return from leave after remediation of the identified problem, the employee shall return to their former position without loss of seniority.

Section 2. Nondiscrimination

The Organization may not discharge or in any manner discriminate, retaliate, or make any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect accurate changes to their lawful name or valid Social Security number, so long as that individual is lawfully entitled to work.

Section 3. SSA Notifications

The Organization will notify the Guild upon receipt of a “no match” letter from the Social Security Administration and will provide a copy of the notice to all employees listed on the notice and to the Guild. Unless the organization determines that it is legally obligated to do so, it will not treat a “no match” letter from the Social Security Administration in and of itself as a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. Unless the organization determines that it is legally required to do so, it will not require that employees listed on the notice bring in a copy of their Social Security card for the Organization’s review, complete a new Form I-9, or provide a new or additional proof of work authorization of immigration status. In the event that the Employer determines that federal or state law mandates the Employee resolve the discrepancy, the Employer shall give the employee 120 days to rectify any discrepancy with the SSA and will check-in at 30-day intervals to review the progress of those efforts. Notwithstanding the above, the Employer shall have the right to initiate job search activities for the position in the event the Employee is unable to resolve the discrepancy.

Section 4. Work Renewals and Visas

Should the Organization be required to remove an employee from employment due to the expiration of the employee's work authorization document, the Organization shall reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation within ninety (90) calendar days of their removal from employment.

Section 5. Interactions with Immigration Enforcement

Should ICE come to the ACLU-VA for immigration enforcement purposes (and not for a business meeting with staff), ACLU-VA staff will deny entry unless presented with a valid, signed judicial warrant.

Section 6. Work/Travel

Employees who are required to travel across state lines for work may seek reasonable alternatives when, because of their immigration status, they feel reasonably unsafe. While the employee must be able to perform the essential functions of their job, the Organization will make every reasonable effort to find mutually agreeable alternatives or surrogate assignees for staff asked to work or travel across state lines.

ARTICLE 22. LAYOFF, SEVERANCE AND RECALL

Section 1. Layoff

While ACLU-VA will attempt to avoid layoffs, in the event that the Employer determines economic or operational circumstances require reductions in force, the Employer will give the Union thirty (30) days' notice of their intent to layoff bargaining unit employees and shall meet and confer with the Union over alternatives to layoffs and effects of layoffs during the thirty-day notice period.

At the time the Employer gives notice of intent to layoff, it will inform the Union of the following: 1) number of employees to be laid off in each department, 2) an explanation for layoffs, 3) the identity by position and name of the Bargaining Unit Employees to be laid off, 4) the reason each Bargaining Unit Employee was selected for layoff, and 5) the date of the layoff. Any unit member whose position may be subject to a layoff, per the Employer's notice, shall be permitted to use five (5) hours of their work week during the notice period to look for alternative employment. At the conclusion of the above-mentioned thirty (30) day period, if the parties have not reached an agreement as a result of good-faith meeting and conferring, the Employer shall have the discretion to move forward with the layoff plans, subject to the provisions set forth below. Note: The Employer has discretion to provide pay in lieu of work attendance during the thirty (30) day notice period. In those limited circumstances, the employer will consult with the union prior to notifying the employee.

A. Prior to implementing any layoffs of regular employees, the Employer shall:

1. Seek volunteers to be laid off, but the Employer retains the exclusive right to accept or not accept a volunteer for layoff. Requests for voluntary layoffs shall not be unreasonably denied.
 2. Layoff temporary employees prior to any involuntary layoffs of regular employees.
 3. "Effects Bargaining." The Employer acknowledges its obligation to engage in effects bargaining with the Union and commits to engaging in timely effects bargaining in layoff situations.
- B. Layoffs of regular employees shall consider a number of factors including but not limited to those noted below:
1. programmatic needs and operational continuity of the department,
 2. seniority,
 3. transferable skills,
 4. disciplinary actions in the proceedings twelve (12) months,
 5. multilingual needs, and the diversity, equity and belonging goals of the ACLU-VA, in accordance with federal and state law.

All other factors being equal, the qualified employees with the most seniority within the department shall be retained.

Section 2. Severance

Employees being laid off who have completed their probation period shall receive as severance two (2) weeks' pay. Employees with two (2) or more years of seniority shall receive one (1) additional week of severance for every additional year of employment after two (2) years up to twelve (12) weeks' pay. The amount for partial years of service shall be prorated. ACLU-VA retains the right to award a greater amount should circumstances warrant doing so. In order to receive severance pay under this Agreement, employees shall be required to execute a severance agreement and release of all claims provided by the Employer. Consistent with Section 6 of **ARTICLE 1 RECOGNITION AND COVERAGE**, the expiration of a specified period of employment for a temporary employee or fellow shall not be deemed a "layoff."

Employees will be offered access to continued health insurance coverage pursuant to the requirements of COBRA or may elect to receive an amount not to exceed the COBRA premium cost for other health insurance options, for a period of three (3) months from the date of layoff.

Section 3. Recall

There shall be a twelve (12) month recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least four (4) 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 Union. The notice shall advise the employee that they have five (5) calendar days after receipt to accept recall in writing. Upon acceptance of recall, employee shall have a minimum fifteen (15) calendar days to report to work at ACLU-VA. 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-VA and will be considered a voluntary quit.

ARTICLE 23. SALARIES

Section 1.1 Minimum Salary

All full-time ACLU-VA staff will be compensated at the rate of at least \$56,000 per year. All incumbent employees at the time of ratification will be paid at least \$60,000 a year. Salary increases for incumbent employees will be retroactive to July 9, 2024. In addition to the ratification bonus listed below, employees receiving a \$4,000 increase will receive an additional bonus of \$333 and employees receiving a \$2,000 increase will receive an additional bonus of \$166. The Intake Assistant will receive \$403 and the Development Manager will receive \$180.

Section 1.2 Salary Scale

Salary minimums, maximums and annual adjustments for each bargaining unit position are delineated in Appendix A, reflecting salaries for each year for the duration of this Agreement.

Position salaries will incorporate locality adjustments as necessary for individuals required to live outside the Richmond metro area for their position.

Section 1.3 Involuntary Salary Reduction

There shall be no involuntary reduction in an employee's salary as a result of implementing this contract or during the term of this contract, except if such reduction is negotiated with the Guild to avoid layoff according to **ARTICLE 22 LAYOFF, SEVERANCE AND RECALL**.

Section 2. Ratification Bonus

All full-time ACLU-VA staff shall receive a one-time signing bonus of \$1250 upon ratification of the contract.

Section 3. Merit-based increases

The Employer reserves the discretion to provide employees with merit increases/additional bonuses during the term of this Agreement.

ARTICLE 24. STAFF SPEECH, OUTSIDE ACTIVITIES, AND CONFLICTS OF INTEREST

Section 1. Staff Speech

The ACLU-VA is dedicated to protecting the freedom of expression of a wide range of personal views and beliefs within the organization. Speech that violates our sexual harassment or other nondiscrimination policies is not protected.

When it is reasonably foreseeable that the public expression of personal views may be considered statements of organizational policy or position, care must be exercised to distinguish the individual's personal views from the views of the ACLU-VA. An express disclaimer is necessary when expressions of personal views may reasonably appear to commit the organization to positions on controversial issues or candidates for elective or appointed office. Employees are expected to exercise good judgment when determining when their personal views may be considered statements or positions of the organization.

ACLU-VA staff may not endorse elected or appointed officials in their professional capacity. The ACLU-VA name may not be used to identify an employee on non-work-related political matters.

Section 2. Categories of Outside Activities

For purposes of this Article, "public-facing" means a role where the staff exercises managerial authority or control of an entity's activities. All board memberships and board committee memberships will be considered public-facing.

Paid Secondary Employment During ACLU-VA Work Hours: this includes any work performed by a staff member during the ACLU-VA's standard office hours, separate and apart from their ACLU-VA employment, for which the staff member receives compensation. ACLU-VA staff may not engage in paid employment during ACLU-VA work hours without the express permission of the staff member's supervisor and Executive Director. If paid employment during ACLU-VA work hours is approved, time taken shall be designated as PTO, unless otherwise agreed to in advance.

Paid Secondary Employment Outside of ACLU-VA Work Hours: this includes any work performed by a staff member outside of the ACLU-VA's standard office hours, separate and apart from their ACLU-VA employment, for which the staff member receives compensation. Any staff member considering or actively employed in a compensated position outside of ACLU-VA work hours that (1) may have a public-facing component or (2) requires a time commitment of twenty-five (25) hours per week or more on a recurring basis, will notify their supervisor and the Executive Director to evaluate whether there is a conflict, in line with the "Conflicts of Interest" provision.

Unpaid Work: Unpaid work includes any uncompensated outside activities performed by a staff member separate and apart from their ACLU-VA employment either during work or outside of work hours. This may include, but is not limited to, board memberships, committee memberships, fellowships, volunteer work, teaching, speaking, writing, or consulting.

For any other unpaid work, if the opportunity (1) has a public-facing component, or (2) requires a time commitment of twenty-five (25) hours per week or more on a regular basis, the staff member will notify their supervisor and the Executive Director to evaluate whether there is a conflict in accordance with the “Conflicts of Interest” provision. For any board membership, board committee membership, or formal governmental or quasi-governmental appointment (e.g., federal, state, or local bar committees, judicial appointment committees, college/university commissions), the staff member shall disclose the opportunity to their supervisor and the Executive Director to evaluate whether there is a conflict, in line with this Article’s “Conflicts of Interest” provision.

Outside Legal Work: ACLU-VA attorneys must inform and obtain the prior approval of the Legal Director and Executive Director if they perform any legal work other than for the organization (including work for family members and friends). Any legal work performed must be unpaid, unless it is short-term and undertaken for the benefit of a family member or friend. Employees seeking approval must specify the kind of work performed and the time required. 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, provided such legal advice or assistance is unpaid, limited in duration, and scope, does not constitute actual or perceived representation of an individual in negotiations or any court or administrative proceedings, and does not violate Virginia’s Rules of Professional Conduct. Attorneys must disclose any relevant parties in these matters to the Legal Director to facilitate ACLU-VA conflict checks, unless such representation is governed by Rule 6.5 of Virginia’s Rules of Professional Conduct. Nothing in this Article permits employees to engage in an ongoing outside practice of law.

When providing legal advice outside of their capacity as ACLU-VA attorneys, employees must make clear they are doing so in their individual capacity and not as a representative of the ACLU-VA. The organization’s professional liability insurance will not cover ACLU-VA attorneys for such activities.

Outside Political Activities: “Outside political activities” is defined within this section as volunteer work on campaigns on behalf of candidates for elected or appointed office, work conducted directly on behalf of political parties, work conducted on behalf of ballot initiative campaigns or lobbying as defined in federal law.

ACLU-VA employees do not need to seek approval for routine political activities such as canvassing, phone banking, text messaging, using social media in a personal capacity, or attending rallies or protests.

Employees seeking to run for elected office or seeking to engage in outside political activities that are accompanied by managerial responsibilities or require them to speak publicly for the activity (including serving as a named host of a public fundraiser for a campaign, candidate, or political party) should seek prior approval from their supervisor and the Executive Director, in consultation with other members of the Senior Leadership Team as appropriate. Such requests will be evaluated under the “Conflicts of Interest” provision.

When an employee engages in any outside political activity, they shall:

- Make clear (whether through spoken and/or written disclaimers) that the employee's actions and positions are solely their own and not representative of the ACLU-VA.
- Not wear ACLU-branded clothing or accessories or pass out ACLU materials, including business cards, or utilize ACLU backgrounds on zoom accounts.
- Adhere to the "Maintaining Confidentiality" provision detailed below.

Section 3. Conflicts of Interest

A conflict of interest may arise when the interests, including monetary interests, of an ACLU-VA staff member or a person with whom the staff member has a familial, intimate, or business relationship may be directly or materially affected by an action or proposed action of the ACLU-VA. A conflict may also arise when outside activities (i.e., paid employment or unpaid work) have an adverse effect on the ACLU-VA's work, goals, philanthropic strategy, or one or more of the ACLU-VA's clients. Conflicts of interest may also include the appearance of a conflict or the potential for a conflict. Potential for a conflict is defined as the significant likelihood, based on currently available information, that a conflict will arise within one calendar year.

If the outside activities (i.e., paid employment or unpaid work) of a staff member creates a conflict, the Executive Director shall work with the supervisor and the staff member. Together, they will assess whether any mechanisms (e.g., full disclosures, recusals, time limits on hours spent or time of day the work is performed, etc.) would eliminate the conflict. Any such mechanisms agreed upon shall be included as part of the written approval and shall be kept on file by Human Resources. If it is determined that the outside activity would create a conflict of interest in a way that cannot be sufficiently mitigated, the staff member shall receive a formal denial in writing outlining the reasoning for the decision and will decline or discontinue the work.

A review under this policy, including any mitigation strategy, will be conducted promptly after receiving a written disclosure from the employee, and a decision will be provided to the employee within ten (10) business days. Where the employee demonstrates a need for an urgent deadline for a decision, management will provide a decision within twenty-four (24) hours, unless a mitigation strategy is required in which case the Employer will provide a decision along with any required steps for mitigation within three (3) business days. If the parties need additional time, they may agree to extend these timelines.

For any outside activity approved pursuant to this policy, a review of the written approval shall be conducted upon a material change in circumstances related to the activity, and in the absence of a change of circumstances no less frequently than once per year, in conjunction with the Executive Director and staff member's supervisor, to assess whether any conflicts of interest have arisen or resolved from the activity, and to assess and modify any mechanisms that are in place to balance harm or risk of harm to the organization with the employee's ability to participate in the activity. Employees shall take reasonable steps to affirmatively and immediately disclose any relevant change in circumstances to their supervisor and the Executive Director. For any outside activity that cannot be sufficiently mitigated and is therefore denied, an employee may resubmit their request upon a material change in circumstance related to the activity. In the absence of a change of circumstances, an annual review of a denial of employee participation in an outside activity may be conducted for a reassessment upon request of the

employee.

Staff members engaging in outside activities shall not use any ACLU trademark, service mark, or trade name that might suggest institutional endorsement or support of a non-ACLU enterprise, product, or service. ACLU-VA business cards, email, and stationery may not be used in any way to suggest institutional endorsement or support of a non-ACLU enterprise, product, or service.

No more than a de minimis amount of organizational assets may be used for an employee's outside activities without prior approval. ACLU-VA computer hardware, software, faxes, printers, email, Zoom accounts, and utilities may not be used for outside activities.

In addition, all employees are subject to the definitions and requirements for disclosure, handling, and documentation as detailed in any current National ACLU Policy #515 Conflict of Interest.

Section 4. Gratuities

Employees are not permitted to accept money or any gratuity from clients. Staff shall not use their positions with the ACLU-VA to secure anything of value, financial gain, or personal benefit that would not ordinarily accrue to them in the performance of the staff member's official duties. An employee may not receive compensation or accept any gift from a third party in exchange for a service or product that an employee provides as part of their ACLU-VA employment.

Section 5. Honoraria

When an employee is speaking primarily as a representative of the ACLU-VA or during paid employment hours, any honoraria received must be paid to the ACLU Foundation of Virginia. When an employee is speaking in their individual capacity outside of working hours, except where there is a clear intent for an honorarium to be given to the ACLU-VA, an employee receiving an honorarium may keep it. The ACLU-VA will not reimburse expenses incurred for any speaking event where an honorarium is kept by the employee.

Section 6. Maintaining Confidentiality

ACLU-VA employees should neither use nor disclose ACLU-VA confidential (i.e., non-public) information, even if such information might be useful to the outside activity they are working on or for. Because of commitments and professional obligations ACLU-VA has to third parties, particular care should be taken to protect:

- Donor information;
- Any Personal Identifying Information pertaining to employees, donors, volunteers or others;
- Client information protected by attorney-client and work product privileges; and
- Non-public information gained directly through ACLU-VA's relationships with elected and appointed officials and their staff.

Other potentially relevant categories of information that should not be disclosed include (but are not limited to) ACLU-VA litigation and advocacy plans and strategies, and proprietary research.

In addition, all employees must adhere to the Donor Information Confidentiality Agreement, which stipulates that staff members may not share confidential donor or member information with outside organizations or use that knowledge in pursuit of their personal external activities.

Section 7. Campaign Finance Law Compliance

Campaign finance laws prohibit the ACLU-VA from making “in kind” contributions to campaigns or coordinating its public communications with campaigns. Compliance with this subsection means that any ACLU-VA employee working on behalf of a candidate campaign may not share non-public ACLU-VA information or resources with the campaign. Compliance also requires that the ACLU-VA employee may not be involved in any strategy discussions or decisions concerning the ACLU-VA’s communications about or interactions with the candidate campaign the employee is working on.

Section 8. Protection of Union Activity

Nothing in this article represents a waiver of rights under the National Labor Relations Act, and no form of union activity shall be required to be disclosed or approved.

ARTICLE 25. EMPLOYER RIGHTS

The ACLU-VA’s role as a highly specialized impact litigation and strategic advocacy organization requires the Employer 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, organizational structure, and personnel to achieve ACLU-VA’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; 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, vendor selection, public messaging, security, privacy, data security rules, decisions related to technology or technology management, 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 and their work, including training and cross-training; establish performance standards and conduct employee performance evaluations as outlined in **ARTICLE 8 PERFORMANCE EVALUATIONS**, and determine the competency, capabilities and potential of employees in a fair and consistent manner; determine hiring salaries or hiring wage rates for incoming employees, consistent with **ARTICLE 23 SALARIES** and applicable equal pay laws and other relevant laws and regulations; determine job classifications and determine and interpret job descriptions; hire, appoint, promote, discipline with just cause, assign, direct, or transfer or demote personnel, consistent with **ARTICLE 17 EMPLOYEE LOCATION, REMOTE WORK, AND IN-OFFICE WORK REQUIREMENT**; suspend or discharge employees for just cause; increase or decrease the size of the workforce consistent with **ARTICLE 22 LAYOFF, SEVERANCE AND RECALL**; determine the hours and days, and locations, where the work shall be performed consistent with **ARTICLES 16 HOURS AND OVERTIME and**

17 EMPLOYEE LOCATION, REMOTE WORK, AND IN-OFFICE WORK

REQUIREMENT, 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.

Nothing in this Article shall constitute a waiver by the Guild of any rights it otherwise may have under law. The Employer agrees that notice of any change to policies, handbook or manuals or new policies, handbooks or manuals that affect the wages, hours or working conditions of bargaining unit employees, shall be provided to the Guild at least fourteen (14) days prior to the intended date of implementation. After receipt of such notice, the Guild may request to bargain over the proposed changes, and the Organization agrees to bargain in good faith before implementation. The meeting will be held as soon as reasonably practicable and within five (5) days following the fourteen (14) day notice period.

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

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.

ARTICLE 26. 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 or lockout over the action or inaction of third persons not a party to this Agreement. The Union shall not engage in or induce any strike.

ARTICLE 27. NOTICE BY EMPLOYEE OF VOLUNTARY QUIT

If an employee decides to resign from employment, the employee is expected to provide a minimum of two (2) weeks' notice of the voluntary resignation to their immediate supervisor(s) and Human Resources. All employees will be entitled to a payout of unused vacation pay up to the date of separation. In accordance with ACLU of Virginia Personnel Policies, the maximum payout is eighty (80) hours. Employees with less than a year of employment will be paid unused vacation on a pro rata basis. In a situation where an employee provides the required two (2) weeks' notice, the Employer reserves the right to provide pay in lieu of work attendance. Employees may only take vacation within the last two (2) weeks of employment once a resignation has been submitted if they have supervisor and Executive Director approval.

ARTICLE 28. 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 29. DURATION

Section 1. This Agreement will take effect as of October 11, 2024, and will remain in effect until 11:59 pm ET on October 10, 2027, and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Section 2. Within sixty (60) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on October 11, 2027. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

ACLU OF VIRGINIA

Signed by:
Mary Bary
A0255E2EEF294E0...
Signed by:
Luan Hamilton
3BE8F7AC504F409...

**WASHINGTON-BALTIMORE
NEWS GUILD LOCAL 32035,
COMMUNICATIONS
WORKERS OF AMERICA, AFL-
CIO**

DocuSigned by:
Samantha Sluder
A0255E2EEF294E0...
Signed by:
Wyatt S.M. Kolla
54929BABB962420...
Signed by:
Sophia Gregg
29BC1422A7B14F7...
Signed by:
Samantha Westrum
9B8F4106CA3C45B...
Signed by:
Molly Golski
113C7FC800C540E...
Signed by:
Breanna Diaz
8C3164D1D2ED4B8...
Signed by:
Vi Tran
48C00A9D12C44FC...

APPENDIX A. SALARY RANGES AND ANNUAL RAISES

Position	Minimum Salary	Maximum Salary	Increase upon ratification
Administrative Assistant	\$56,000	\$80,149	\$4,000
Intake Assistant	\$56,000	\$71,882	\$4,838
Legal Fellow	\$60,000	\$71,200	3rd Year rate was negotiated. No further salary increases at ratification\$
Community Engagement Associate or Field Organizer	\$56,000	\$67,000	N/A
Paralegal	\$56,000	\$73,272	\$4,000
Campaign Organizer / Legal Investigator	\$56,000	\$74,000	\$2,000
Digital Communications Specialist	\$56,000	\$84,695	\$4,000
Managing Community and Coalition Storyteller	\$56,000	\$81,559	\$2,000
Policy / Legislative Strategist/ Analyst	\$60,000	\$86,900	N/A
Development Manager / Strategist / Officer	\$60,000	\$76,501	\$2,170
Staff Attorney	\$64,000	\$90,700	\$2,000
Major Gift Officer	\$80,000	\$110,000	\$2,000
Senior Staff Attorney or Policy Counsel	\$82,600	\$126,000	\$2,000

On April 1, 2025, all bargaining unit employees will receive a \$2,000 increase to their salary.
 On April 1, 2026, all bargaining unit employees will receive a \$2,000 increase to their salary.
 On April 1, 2027, all bargaining unit employees will receive a \$2,000 increase to their salary.