

## PREAMBLE

The parties to this Agreement, the ACLU of West Virginia (herein referred to as “Employer” or “ACLU WV” and the Washington-Baltimore News Guild, TNG-CWA Local 32035 (herein referred to as “employees”, “staff”, “WBNG” or the “Union”), after much discussion and constructive dialogue, enter into this Agreement, commencing with this Preamble, which is intended to be a clear articulation of the parties’ core values, goals, and commitment to the sentiments set forth herein. Some of these core values and goals are discussed further in specific articles of this Agreement. However, in order to stress their critical importance, the parties include them in this Preamble.

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

### Section 1.

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

### Section 2.

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

### Section 3.

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

## Section 4. Addition of Non-Bargaining Unit Positions

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

## Section 5. Expansion of Job Role and Responsibility

If the Employer seeks to expand the role and responsibility of a Bargaining Unit position for more than thirty (30) calendar days during the term of this Agreement (whether the expansion is expected to be temporary or permanent) and the position will remain in the Bargaining Unit, the Employer will notify the WBNG and provide a copy of a proposed job title and job description two (2) weeks before the position is expanded or as soon as practicable if the expansion of the role is due to unforeseen circumstances. If an Employee believes the role and responsibility of their position has been expanded and is likely to remain expanded for more than thirty (30) calendar days, the Employee or the WBNG may request a review of the role, appropriate compensation, and expanded job description from the Employer. If the Employee, WBNG and the Employer are unable to reach agreement on the matter, it may be referred to the Grievance and Arbitration process. If the expansion will take the position out of the Bargaining Unit, then notice shall be provided at least thirty (30) calendar days before the position is expanded.

## Section 6. Employment Categories:

- A. REGULAR FULL-TIME employees work a minimum of 35 hours per week and are eligible for full employee benefits on the 31st calendar day of their employment. Including legal fellows with a period of more than 6 months and excluding supervisors.
- B. REGULAR PART-TIME employees work a schedule of less than 35 hours per week. They are eligible for full employee benefits on the 31st calendar day of their employment if they routinely work 21 or more hours per week.
- C. TEMPORARY EMPLOYEES are hired for a limited period of less than six months and are not eligible for employee benefits. Legal fellows may be employees covered by the bargaining unit. Temporary employees, including interns and volunteers, are not included in the bargaining unit.
- D. PROBATIONARY EMPLOYEES. All newly hired persons shall be employed on a probationary status for the first 90 days of employment. Supervisors may extend the probationary period for up to an additional 90 days by written notice to the employee giving the reasons for the extension. Probationary employees are eligible for full employee benefits on the 31st calendar day of their employment if they routinely work 21

or more hours per week. A new employee shall have all the rights and benefits under this Agreement, except for grievance and arbitration procedures set forth below. (See Article 6 Probationary Period).

## Article 2. Union Security and Business

### Section 1. Membership

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

### Section 2. Payroll Deductions

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

### Section 3. Access to Facilities

In accordance with applicable policies of ACLU-WV regarding facilities and visitors, a representative of the WBNG shall have access to the facilities of ACLU-WV and Bargaining Unit Employees during working hours to: 1) investigate disputes of possible or pending grievances;

2) settle disputes; or 3) address other matters relating to contract administration between the parties. If the WBNG representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the WBNG representative shall provide the Executive Director or their designee with no less than one full work day's advance notice of the planned visit.

## Section 4. Investigations

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

## Section 5. Grievance

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

## Section 6. Orientation

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

## Section 7. Meetings

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

## Section 8. Use of Premises

WBNG shall be permitted to have reasonable use of the Employer's premises for the following purposes:

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

## Section 9. Confidentiality

All ACLU, ACLU Foundation, ACLU of WV, and ACLU of WV Foundation membership information and lists, funder information and lists, donation and donor information and lists, volunteer lists, or any lists containing the names, addresses, emails, phone numbers, or other personally identifiable information of Management, ACLU of WV Boards of Directors, the National ACLU Board of Directors, the ACLU Foundation of WV, Inc. Board of Directors, and/or National ACLU Foundation Board of Directors shall be considered highly confidential and shall not be made available to or be used by the Union. A violation of this policy could result in disciplinary action. To the extent members of the Union have access to this information in the course of their employment, they agree not to use this confidential information for purposes outside the scope of their employment and/or outside the scope of what has been approved by the Employer.

## Article 3. Equity, Inclusion, and Non-Discrimination

### Section 1.

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

## Section 2.

The Employer will arrange an annual, mandatory, full-staff training regarding at least one of the above topics. This training will occur on work time. Any employee who is excused from attending the training as a result of exigent circumstances will be required to attend substantially similar training or otherwise review the content of the training provided to staff, as approved by their supervisor.

## Section 3.

The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, immigration status, criminal background, marital or parental status, family relationship, sexual or affectional orientation, gender identity or expression, political party affiliation, or disability which may be reasonably accommodated. The Employer's hiring standards shall be consistent with those required to perform the job. Moreover, the Employer is fully committed to equal employment opportunities and shall seek a diverse pool of applicants for all opportunities and responsibilities within the organization.

## Section 4.

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

## Section 5.

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

## Article 4. Health and Safety

### Section 1: ACLU-WV Premises

The ACLU-WV shall provide a work environment at its premises that complies with all local, state and federal laws, regulations, ordinances and orders relating to workplace health, safety, and security. The ACLU-WV will work together in good faith with employees to provide a work environment at its premises that exceeds compliance with legal requirements regarding health, safety, and security. There shall be no penalty for an employee refusing an assignment at ACLU-WV premises that could reasonably be considered not to meet standards set forth by the local, state and federal laws, regulations, ordinances and orders relating to workplace health, safety, and security or that could reasonably be considered not to meet a workplace health, safety, and security standard agreed to between the Employer and the WBNG. Employees must adhere to ACLU-WV health, safety, and security practices and protocols and report unsafe or hazardous conditions and all work-related injuries or illnesses to a member of the senior leadership team as soon as they are safe and practical to do so. The Employer and WBNG agree that, in addition to any other legal requirement, in order to be considered healthy, safe and secure, ACLU-WV premises where employees work must have functioning heat, air conditioning, indoor toilets, hot and cold water, and locks on exterior doors; and be free from pest infestation.

### Section 2: Remote Work Locations

Where an employee works remotely at a location of their choosing, such as a home office, the ACLU-WV will not be responsible for the health, safety, and security of such locations.

### Section 3: Off-Site Assignments and Event Locations

Employees may exercise their good faith professional judgment in assessing the health, safety and security of off-site assignment and event locations. An employee who reasonably concludes that an off-site assignment or event location poses a risk to their health, safety or security may decline the assignment or remove themselves from the location without ACLU-WV imposing any penalty on the employee. In addition, employees may request such equipment as required to make an assignment safer and such request shall not be unreasonably denied. Such an employee should communicate with their supervisor or a member of the senior leadership team regarding the situation as soon as safe and practical to do so. If the employer disagrees with the employee's determination regarding safety, the parties will work together to determine how to best safely meet the objectives of the employer. When an employee identifies an off-site assignment as unsafe before the event, the employer may deny such a determination and that denial is grievable by the employee as described herein.



## Article 5. Probationary Period

### Section 1.

A new employee shall have all the rights and benefits under this Agreement, except for grievance procedures and just cause provisions as set forth below. An employee's date of hire shall be the Employee's first day of work. Employees shall serve a probationary period of 90 days from the date of hire. Such probationary employees may be terminated at any time during their probationary period for any reason without recourse to the grievance procedure in this Agreement. Upon the completion of the 90 probationary period, the Employee shall automatically become a regular employee, unless the period is extended pursuant to Section 3 of this Article. If an Employee does not actually work for a consecutive period of one (1) month, the probationary period shall be extended by the amount of time the Employee was absent from work.

### Section 2: Rights During Probationary Period

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

### Section 3: Extension of Probationary Period

The Employer may unilaterally extend the probationary period up to an additional 90 days due to unsatisfactory job performance, without recourse to the Grievance and Arbitration provisions of this Agreement. For Temporary Employees, the Employer may extend the probationary period up to an additional 90 days due to unsatisfactory job performance, or upon mutual agreement with the WBNG, without recourse to the Grievance and Arbitration provisions of this Agreement. The Employer will notify the employee and the WBNG in writing no later than ten (10) weeks after the employee's date of hire if the Employer intends to extend the Probationary Period and the length by which the Probationary Period is to be extended.

### Section 4: Completion of Probationary Period

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

## Section 5: Probationary Period for Director or Supervisory Roles

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

## ARTICLE 6. Hours of Work and Overtime

### Section 1. Office Hours

The employer's office is open from 9:00 am to 5:00 pm Monday through Friday. The employer will coordinate office schedules with employees to ensure office coverage where appropriate.

### Section 2. Hours of Work

Full-time employees work at least thirty-five (35) hours per week on a regular basis. In addition, employees may take a paid one-hour break for lunch each day. Thus, the standard Employer work week is 40 hours (which includes one-hour paid lunch breaks). Non-exempt employees must secure approval from their supervisors before working more than 40 hours a week.

Exempt employees shall be expected to work reasonable amounts of overtime as a condition of employment. Overtime is presumed to be unreasonable if it averages more than 50 hours per week over 3 consecutive pay periods, or if it exceeds 50 hours per week in more than 5 pay periods over a 3-month span. Notwithstanding this presumption, employees who believe they are working unreasonable amounts of overtime shall meet with their supervisor to make a plan to address workload concerns

Many Employees participate in optional organizations, meetings, and events as both private individuals and in their capacity as a representative of the Employer. Employees may count these as work hours, provided that they may not cite these optional activities as unreasonable overtime and may only use flexible paid time off for these activities if regular job expectations are being met as described in Section 4 of this Article.

### Section 3. Flexible and Remote Schedules

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

Employees may request flexible and/or remote schedules that vary from the normal business hours. Flexible schedules may include schedules that are routine, or schedules that vary on a day-to-day or week-to-week basis.

The Executive Director, or their designee, will evaluate and respond to requests for flexible work schedules, based upon the current operational needs of the Employer. Requests will not be unreasonably denied. Denials of initial flexible schedule requests are subject to the Grievance and Arbitration provisions of this Agreement. If a request is granted, a copy of the written approval of an alternate work schedule shall be included in the Employee's personnel file.

Employees working a flexible and or remote schedule are expected to:

- (1) ensure that their supervisor and other employees know their hours of availability at least one week in advance;
- (2) have at least 20 hours of work time per week that overlaps with standard office operating hours;
- (3) make reasonable attempts to work in the office when the office is open;
- (4) maintain regular check-ins with supervisors and attend staff and departmental meetings; and
- (5) be reasonably responsive to e-mails and other workplace communications.

The Employer reserves the right to modify or discontinue such arrangements after providing 60 days' notice to the applicable employee and the Union Representative.

## Section 4. Comp Time

Employees work the amount of time necessary to complete their tasks and fulfill their work obligations. The ACLU-WV/WBNG recognizes that this means Employees may have periods with excessively demanding schedules at times. Accordingly, the ACLU-WV will grant Compensatory (Comp) Time to Employees to allow Employees to reboot and refresh following such a period under the following circumstances and subject to the following terms:

- A. Accrual: Comp time accrues an employee works over 80 hours in a pay period. This includes time worked over as a result of working on a paid holiday, working more than eight (8) hours on a workday or being required to work on a weekend day, a paid time off day, religious observance day, or a holiday.
- B. Approval: Within a pay period, Employees may use their discretion to compensate for excess hours to bring the total number of hours in the pay period to 80, provided that normal work expectations are met, and further provided that the Employer reserves the right to request work activities in excess of 80 hours. When it is not possible or practical to use hours in excess of 80 in a pay period Employees may carry that time over to another pay period, with written approval from their supervisor.
- C. Comp hours carried over from a previous time period must be used by the end of the fourth complete time period after time is accrued unless an exception is given by the

Executive Director. Comp time carried over from previous time periods may not be aggregated in excess of 16 hours, unless given written permission by their supervisor.

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

## Section 5. Overtime for Non-Exempt Employees

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

# ARTICLE 7. EMPLOYER RIGHTS

## Section 1.

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

## Section 2.

Except as set forth in other provisions of this Agreement, the Employer shall have all sole and exclusive rights reserved to management that include, but are not limited to: determine its budget; initiate or discontinue, assign or transfer, in whole or in part, all services, offices, programs, projects, campaigns, positions, policies, systems, and procedures; establish standards of service and performance of its employees, including setting key performance indicators and qualifications, ethical standards, safety and health policies, general operations policies, public messaging, security, privacy, data security rules, use of lists, practices and procedures or other rules, policies and regulations in connection with the overall operation of the organization; establish program goals and strategic planning goals; supervise employees, including training and cross-training ; establish performance standards and conduct employee performance evaluations, and determine the competency capabilities and potential of employees; determine hiring salaries or hiring wage rates for incoming employees, and applicable equal pay laws and other relevant laws and regulations; determine job classifications and job descriptions; hire, appoint, promote, discipline, assign, direct, transfer, or demote

personnel; suspend or discharge employees for just cause (consistent with other provisions of this Agreement); increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons (consistent with other provisions of this Agreement); determine the hours and days, and locations, where the work shall be performed, including the right to require night and weekend work and overtime as needed; ensure orderly and effective operations and effective work and work schedules; enforce Employer rules, policies and regulations; take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

### Section 3.

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

### Section 4.

The foregoing Employer prerogatives shall not be deemed to be all inclusive but instead indicate the type of rights that belong to and are inherent in the Employer's management practices. In the exercise of these rights, the Employer shall coordinate with the Union to the extent possible but will be the sole judge of all factors involved in the decision, including, but not limited to, efficiency, usefulness, cost, and practicability. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting the Employer's discretion.

Any management rights or decisions that have effects on bargaining unit in terms of working conditions or other terms of employment shall be subject to effects bargaining upon request. Nothing in this Article shall constitute a waiver by the Union of any rights it otherwise may have under applicable law.

## ARTICLE 8. LABOR/MANAGEMENT COMMITTEE

### Section 1.

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

## Section 2.

The Committee shall meet during work hours on a quarterly basis, but the parties may mutually agree to meet more or less frequently. At each meeting, a Chair will be selected for the subsequent meeting. The Chair shall rotate between members of the Committee, and shall set the date, time, location, and agenda for the subsequent meeting. Either party may suggest agenda items in advance of the meeting, which may include topics related to the general application of this Agreement and other matters of mutual concern to the parties. In addition, the Committee shall include discussions of safety and health in the workplace. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances. The Labor Management Committee shall endeavor to discuss issues of significance prior to their implementation.

Management will inform committee members about deadlines for action on matters before the Labor/Management Committee so that it can make timely recommendations. Prior to the Labor/Management Committee meeting, each party shall provide relevant information regarding suggested agenda items.

## Section 3.

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

## Section 4.

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

# Article 9. Hiring

## Section 1.

The Employer will post internally and provide the Union with a copy of all job postings five (5) workdays before advertising a position unless a waiver of this requirement is agreed to in writing by the Union. All bargaining unit recruitment materials will list the job description and the salary range for the position including the wage floor and ceiling. The Employer shall also provide a statement to the Union with any steps taken to ensure equitable hiring practices. Any decisions by the Employer related to non-bargaining unit positions shall be excluded from the grievance and arbitration provisions of this Agreement.

## Section 2.

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

## Section 3.

The Employee may be able to offer a job position for non-supervisory positions without an internal or external posting when there is a clear candidate in mind or some other articulable reason where a search is not appropriate. The Employer shall be required to get consent from the Union before offering a position without posting.

## Section 4.

All external postings must include a salary range and the phrase "This position is covered by a collective bargaining agreement with ACLU-WV United, Washington-Baltimore News Guild, more info at [wbng.org](http://wbng.org).

## Section 5.

All new hires must reside in West Virginia within 90 days of employment.

# Article 10. Transfers, Promotions, and Vacancies.

## Section 1.

The Employer will post notices of vacant positions or newly created positions internally at least five (5) consecutive workdays (excluding Saturday and Sunday) before it posts and advertises the position externally unless otherwise agreed to in writing by the Union. In no event shall a posting be open for less than ten (10) days after the internal posting.

## Section 2.

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

### Section 3.

Regular full-time and part-time employees who wish to apply for the position shall express their interest in writing to the Employer within the time frame specified in the posting. Any employee within the bargaining unit may apply for the posted position. All management decisions relating to promotions, transfers and filling vacancies will be made in good faith and in the best interests of the ACLU-WV by the Employer.

### Section 4.

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

### Section 5.

When there is a vacancy in a non-unit position as a result of an employee leaving, extended health leave, parental leave, or self-care leave and a Guild bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher position for more than 15 consecutive workdays, the bargaining unit employee assigned to fill the vacancy shall be paid 15% above the bargaining unit employee's current salary for the period of time those job duties are performed.

## Article 11. Performance Evaluations.

### Section 1: Purpose of Performance Feedback and Goal Setting

The Employer will provide employees with informal feedback on the quality of employee's work, their success at meeting and exceeding goals, and identification of areas for improvement at least quarterly. The Employer will also provide an annual, formal performance feedback and goal-setting process. New hires shall be evaluated after three (3) months, after six (6) months and annually thereafter. The purpose of this process is to accomplish two major goals: (1) To supplement informal feedback with formal, written assessments of individual performance and training needs, including feedback on areas of strength and areas for improvement; development needs and challenges; plans for addressing those needs and challenges in the future; professional development goals; and plans for building the upcoming year's work plan to facilitate improvement for the benefit of ACLU-WV and its important mission; and (2) To assess the adequacy or deficits in ACLU-WV's support of the employee's work; to identify areas for improvement in the organization's plans to meet the employee's needs.



## Section 2: Logistics of Performance Feedback and Goal Setting

The formal performance feedback and goal-setting process shall be conducted annually by the Employer during the performance review period which will run January – March for employees who have finished their Probationary Period. As part of the annual review process, employees will submit written input on their own performance and may provide feedback regarding their supervisors' and/or managers' performance and its impact on their performance. Feedback regarding supervisors and/or managers will not be shared with the supervisor/manager until after the supervisor/manager submits their initial feedback to the employee. Employees may also provide feedback about their direct supervisor in a confidential manner to the Executive Director at any time. If the feedback has legal implications, such as a concern about discrimination, harassment or retaliation, the Executive Director is released from keeping the information confidential and is required to act immediately to address the situation. Retaliation against supervisees for their good faith contributions to the review process, or their decision not to give supervisor feedback, is prohibited. An employee also has the right to submit a written response to the annual performance feedback within two (2) weeks of the completion of the process, and that written response shall be considered and maintained with the performance evaluation. Both the employee and the supervisor shall submit a written copy of their performance feedback (self- feedback and supervisor feedback) at least one business day before meeting to discuss the evaluation.

## Section 3: Performance Levels

The Performance levels should be uniformly used by the Employer. The level assigned should be consistent with the feedback received from a supervisor throughout the previous year and made using the form and process mutually agreed upon prior to execution of this agreement. Changes to the form and process after this agreement's effective date shall be made on the recommendation of the Labor Management Committee, with approval by the Executive Director.

## Section 4.

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

evaluations in accordance with the procedure outlined in the probationary employee portion of this Agreement.

## Article 12. Salaries

### Section 1.

The employer agrees that all staff shall receive a FTE annual salary of at least \$55,000.

### Section 2. Bargaining Unit Salaries

- A. Starting on April 1, 2025 the salary range for bargaining unit employees is \$55,000 - \$75,000. However, practicing attorneys in the Bargaining Unit may receive salaries beyond the maximum if they have accrued sufficient steps as described below.
- B. Salary ranges will be broken down into 20 steps of \$1000 each. On April 1, 2025 and for each new hire after the ratification of this agreement, the salary of staff shall be calculated by adding \$1,000 for each qualifying step to the minimum salary within the range. Qualifying steps are:
  - a. One step for every two full years in a position which was substantially similar to job responsibilities for the Employer.
  - b. One step for every three full years in a position where one or more job duties are similar to job duties for the Employer.
  - c. One step for an Associate's Degree or relevant certification.
  - d. Two steps for a Bachelor's Degree.
  - e. Three steps for a Master's Degree.
  - f. Five steps for a JD, PhD, or other advanced degree.
  - g. One step for every 2 years of volunteering with the ACLU or an ACLU affiliate at least twice a year, or as a coalition partner of the ACLU or an ACLU affiliate.
  - h. One step for any expertise, knowledge, or skills that are related to job duties and not captured by education, work, or volunteer experience. Such a determination can only be made by the Executive Director and can only be made at the time of hire. The Collective Bargaining Unit shall be notified prior to hire if the Executive Director intends to include a step in the starting salary under this rationale.
  - i. One step for every two years of employment with the ACLU-WV. For purposes of calculating years of service, individuals hired between April 1 and October 1 will be eligible for this step on the 2nd April 1 following their hire. People hired between October 2 and March 31, will be eligible for this step on the third April 1 following their hire.
  - j. One step may be added at the recommendation of the supervisor and at the discretion of the Executive Director, for an Employee who has routinely shown

exceptional quality of work and work beyond expected job duties. No employee may receive a step of this nature more than one time in a five-year span. The collective bargaining unit must be notified of any member who is receiving a step for this reason.

- C. On April 1, 2026, and each subsequent April 1 the minimum and maximum salary in the range will increase by \$1,000. Employees will retain their steps and salaries will be adjusted accordingly.
- D. On October 1, 2025 and each year subsequently, if the total reserves of the Employer equal or exceed twelve months of operating costs, salary ranges will be increased by \$1,000. Employees will retain their steps and salaries will be adjusted accordingly

## Article 13. Benefits

### Section 1. Eligibility:

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

### Section 2. Health Insurance:

The Employer shall make health insurance coverage available for regular full-time employees and their families (including spouses and dependent children) and for all part-time employees and their families, provided that they work a regular schedule of at least twenty-one (21) hours per week. The Employer covers the full premium cost of employee medical insurance and at least 90% of the premium cost for any eligible person other than the employee. Employer contributions to eligible persons will be determined on an annual basis and shall not change mid-year. The Employer shall notify the Union of any change in employer contribution whenever insurance renews.

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

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

## Section 4. Retirement Plan

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

## Section 5. Holidays:

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

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

If the holiday falls on a Saturday, it shall be observed on Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. Individual employees may observe other religious holidays in place of any of the designated holidays or as a personal leave day by notifying their supervisor in advance. If an employee wishes to use a personal day, vacation day or exchange a holiday for another cultural or religious observance, such request shall not be unreasonably denied.

If an employee is required to work on one of the listed holidays, the employee shall be awarded one day of compensatory time.

## Section 6. Paid Leave:

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

### A. Vacations

Employees who have been employed for less than two (2) years shall receive three weeks (15 days) vacation per year; employees of more than two (2) years shall receive four weeks (20 days) vacation per year. For the first two years of employment, employees shall be entitled to vacation time on a pro-rata basis of 1.25 days per month. Employees of more than two years will be entitled to vacation time on a pro-rata basis of 1.67 days per month. Part-time employees who work at least 21 hours a week are eligible for all fringe benefits and earn sick leave and vacation at a rate proportionate to the hours they work. Part-time employees who do not regularly work at least 21 hours per week and temporary employees do not accrue vacation time. Employees may not receive pay in lieu of taking vacation.

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

In no event shall an employee accumulate more than one year's vacation time to be carried over into the following calendar year. Vacation dates must be approved in advance by an employee's supervisor. A departing employee will be paid for not more than one year's unused vacation days (15 days for persons employed less than two years; 20 days for persons employed two years or longer).

#### B. Sick Leave

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

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

#### C. Bereavement Leave

Employees have three consecutive days leave with pay for the death of a loved one.

#### D. Personal Leave

Each regular employee shall be granted five additional days off each year for personal leave. Personal leave days cannot be accumulated, nor will they be compensated for at termination of employment.

#### E. Jury Duty

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

## F. Voting

The Employer encourages its employees to fulfill their civic duty. Employees shall be granted adequate paid time off to participate in any local, state, or federal election.

## G. Parental Leave

Parental leave may be taken for the birth of a child, to care for a newborn child of the employee, or when a child is placed with the employee for adoption or foster care. The employee must notify the employer that they plan to take such leave, and the leave must be used within 12 months of the birth or placement of the child. Leave may begin prior to birth or adoption. Parental leave may not be stacked with other forms of leave, such as extended health leave, however, an employee may use any sick time they have available in accordance with this agreement. Parental leave may be used consecutively or intermittently.

## H. Leave Without Pay

At the discretion of the Executive Director, a reasonable leave of absence without pay may be arranged to meet the needs of the employee and the requirements of the organization. Employees taking leave without pay shall not accrue benefits for the period of their leave.

## I. Self-Care Leave

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

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

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

the Employer will arrange to reschedule the self-care leave at the earliest possible time requested by the employee.

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

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

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

Any unused self-care leave is forfeited and is not payable to the employee upon separation and will not be converted to cash in any circumstances. This leave is not intended to be an extension of vacation, or any other current benefit provided by the organization.

## J. Extended Health Leave

Extended Health Care Leave Offered. All regular full-time and part-time employees who regularly work at least 21 hours per week may be eligible to take up to 12 workweeks (60 days) of paid leave during a 12-month period for one or more of the following reasons:

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

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any inpatient treatment (i.e. overnight hospital, hospice, or rehabilitation center stays) lasting more than 5 (five) days; a period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) lasting more than 5 (five) days; ongoing medical care that is expected to require at least one absence per week for 5 (five) weeks; or any other health

condition that can reasonably be expected to result in incapacity or require significant accommodations beyond 5 (five) days.

Extended Health Leave may be used consecutively, intermittently, or on a reduced work/leave schedule. An eligible employee may take Extended Health Leave in increments of a minimum of one (1) hour up to a maximum of twelve (12) weeks each rolling twelve (12) month period measured backward from the date a leave begins.

The Employer uses a 1000 hour “look back” period for determining an employee’s eligibility for Extended Health Leave and for determining the amount of Extended Health Leave time an eligible employee has available. This means that any Extended Health Leave used within the prior twelve months of the leave date will offset the current amount of available leave time.

**Eligibility.** To be eligible for Extended Health Leave, an employee must have worked for the ACLU of WV for a total of 12 consecutive months; and have worked at least 1,000 hours in the twelve-month period preceding the leave.

In order to hire and retain diverse staff, the Executive Director may waive this requirement for new parents or for staff with chronic medical conditions.

**Approval of Leave.** Employees seeking to use Extended Health Leave are required to provide advance notice when the need is foreseeable. If the need for the leave is unexpected, Employees are required to provide notice of an extended leave no more than two (2) weeks from the first absence.

Written notice shall include the reason for the leave request, the start date of the leave and the anticipated duration of the leave. Additionally, when practicable the Employee should work with their supervisor to develop a work plan to facilitate the completion of work during the leave. At the request of the Executive Director, employees requesting Extended Health Leave may be required to submit documentation from a medical provider, child adoption agency, or other party verifying the condition, severity, and duration of the leave. If the Employer has reason to doubt the validity of a medical certification, the employer may provide a written explanation of the doubt and request a second medical opinion and/or periodic recertification of a serious health condition.

The Executive Director shall review and respond to an Extended Health Leave request no later than two (2) business days from receipt of the request. If the request is approved, documentation will be placed in the employee’s personnel file.

The Executive Director may deny an Extended Health Leave request if proper process has not been followed, or documentation is not provided.

The Employer may request that an employee apply for Temporary Disability, Workers Compensation, or other supplemental benefits as applicable. If the employer makes such a request, the Employer shall provide assistance with an application. The Employer may convert the Extend Health Leave to an unpaid leave if:



1. The employee does not submit a timely application for supplemental benefits;
2. The application(s) for supplemental benefits is denied AND the employer provides written notice that prolonged absence by the employee will create significant disruptions to the employer operations such that operations must be materially altered or temporary help hired.

A denial of Extended Health Leave or conversion to unpaid leave can be grieved. An employee who is denied Extended Health Leave may still use any other paid time off in accordance with this Article.

**Limitations and Restrictions:** Employees requesting Extended Health Leave may not extend the maximum length of their permitted leave period by requesting leaves for different reasons, except that parental leave and serious health condition leave usage shall be considered separately. All leave requests made will be aggregated for the purpose of determining whether the employee has exceeded the maximum allowable leave for that year.

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

**Compensation and Benefits:** Extended Health Leave will run concurrently with Sick Leave, until the Employee has 40 hours of Sick Leave, which the employee shall have available upon return to work.

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

Employees shall accrue vacation time while on Extended Health Leave but shall not accrue additional sick leave until work activities have resumed. Employees taking intermittent Extended Health Leave shall accrue sick leave at a rate prorated to their work activity. Extended Health Leave which is not used during a leave year shall not be carried over to the following year

Employees on Extended Health Leave will continue to be covered under the group health insurance coverage as they were before the leave was taken and on the same terms as if the employee had continued to work, provided the employee continues to make regular employee contributions to the insurance plan. The employee's portion of the monthly premiums for the health plan, if any, will be deducted through payroll deduction.

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

Health Leave. Employees have the obligation of notifying the Employer of any wage replacement benefits they are receiving.

## Article 14. Expenses and Reimbursements

### Section 1. Policy

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

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

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

### Section 2. Travel Expenses

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

#### A. Travel within West Virginia

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

Business mileage is defined as miles driven for a business purpose on any date that exceeds 20 miles. Staff are expected to use reasonable professional judgment in submitting mileage for reimbursement, particularly regarding short distance travel during the workday. Excessive

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

Travel from an Employee's residence to the closest local office are generally not reimbursable. However, at the discretion of the Executive Director, Employees who have been approved to work at least 80% from home, and who live more than 40 miles from the closest office may request reimbursement for travel to the closest office. Any employee traveling to an office beside their closest office may request reimbursement.

Staff who routinely run business related errands within a 20-mile radius, but on average, exceeding 20 miles in a week, may either submit reimbursement pursuant to the provisions of this article, or may opt to receive a \$50 monthly stipend. Eligibility for this stipend will be determined by the Executive Director. An employee opting for this stipend shall accept the stipend in lieu of reimbursements for a full calendar year. Employees using the stipend shall not be required to show documentation of local travel. Employees are eligible for business-related travel beyond 20 miles subject to the provisions of this article.

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

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

When traveling outside the Charleston Metro area or attendance at evening and weekend events is required, staff will be permitted to use credit cards or be reimbursed for meals which traditionally fall within the time frame of the trip. Adhering to budget guidelines staff should select reasonably affordable restaurants. Amounts in excess will be scrutinized. The per diem allowance for meals and incidentals is equivalent to the federal rate set by the US General Services Administration based on Kanawha County. All receipts must be itemized.

Alcoholic beverages will be reimbursed only at the discretion of the executive director. The per diem allowance for meals and incidentals is equivalent to the federal rate set by the US General Services Administration based on Kanawha County. This rate will be adjusted (with prior approval) for travel to areas with a higher cost of living (NYC, etc). All receipts must be itemized.

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

## B. Out of State Travel

Pre-approval is required for booking long-distance business-related travel. In advance of the travel, the ACLU of WV may issue prepayments or authorize credit card usage for travel expenses and conference fees.

Applicable policies and methods for these prepayments follow.

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

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

**Ground Transportation** – When an employee is out-of-town, paid transit, such as taxis, car services, hotel shuttle buses, subway, etc. may be used as transport for appropriate business-related travel. The amount of the reimbursement is equal to the actual fare, tolls, and a reasonable tip. Reasonable tips are defined as no more than 25 percent of the total bill. Itemized receipts are required for ground transportation.

**Per diem** - the per diem allowance for meals and incidentals is equivalent to the federal rate set by the US General Services Administration for the destination.

## C. Lodging

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

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

#### D. Conference and Continuing Education Registration Fees

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

#### E. Rental Cars

Automobiles should be rented only when public transportation (subways, buses, etc.) and taxis are impractical, more expensive, or not available and only when traveling out-of-town.

Employees shall get pre-approval for any rental car use from their direct supervisor or the Executive Director. Employees may be required to demonstrate that a rental is comparable to or less expensive than other means of transportation.

#### F. Expense Advance

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

#### G. Other Expenses

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

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

Sometimes our work involves working with impacted people and communities. There are times when it may be appropriate to provide compensation for time, travel, or emotional labor. Approval for these expenditures must come from the employee's direct supervisor or the Executive Director

The purchase of office supplies, office furniture, food/beverages for events – anything other than business travel-related expenses – is generally unacceptable unless preapproved.

## H. REIMBURSEMENT DEADLINE

Reimbursement requests should be submitted within thirty (30) days of the conclusion of a trip or incurring the expense where possible. Employees who fail to meet this deadline more than once in a 12-month period will be subject to an intervention or disciplinary action.

## I. EXCEPTIONS

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

## J. Cell Phone Reimbursement

The Employer will reimburse all regular, full-time employees who are not provided a cell phone by the organization up to \$50 per month for the monthly costs for basic cell phone service and taxes.

Employees who receive use of an Employer provided cell phone as part of their employment are not eligible for reimbursement.

# Article 15. Discipline and Discharge

## Section 1.

The Employer shall promptly notify the Union when an Employee is subject to any behavior or performance-based intervention, discipline, or discharged. Notices of interventions or disciplinary action, including written warnings, will be made part of an employee's personnel file. Any documented discipline in an employee's personnel file older than eighteen (18) months shall not be considered by the Employer when making decisions on later disciplinary actions related to that employee, except when the underlying discipline matter pertains to a pattern of

discrimination or harassment, such matters may be considered for a period of thirty-six (36) months.

## Section 2.

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

## Section 3.

A grievance challenging the discharge of a non-probationary employee may be filed in the first instance at Step 3 and must be filed within twenty (20) workdays of the Union's notice of discharge in accordance with the grievance and arbitration provisions of this Agreement. Workdays are calculated exclusive of Saturdays, Sundays, and other days the office is closed.

## Section 4.

Probationary Employees: Nothing in the Article limits the rights of the Employer to terminate probationary employees, as referenced in Article 5 of this Agreement. Discipline and discharge decisions concerning a probationary Employee are not subject to the Grievance and Arbitration provisions of this Agreement.

## Section 5. The Disciplinary Matrix

Below is a matrix that looks at the context surrounding actions as well as the impact. The below matrix is a guide that must be followed in determining appropriate interventions or discipline but does not reduce, abrogate or otherwise diminish the requirement of just and sufficient cause for any discipline. The suggested interventions are not an exhaustive list. Supervisors may develop or utilize interventions outside of the list as appropriate, but in no case can they implement an intervention or discipline that is more burdensome or punitive than what is proscribed by the matrix. All actions shall take place in the presence of a union steward.

CONTEXT → IMPACT ↓	Simple Mistake	Repeated Conduct	SEVERE
Minor	1, 2, 3, 4	4, 5, 6, 7	5, 6, 7, 8, 9
Moderate	2, 3, 4, 5, 6	4, 5, 6, 7	6, 7, 8, 9

Major	4, 5, 6, 7	5, 6, 7, 8, 9	7, 8, 9
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## Matrix Levels Explained

### Context:

Simple Mistake – Small and simple mistakes that happen in the course of work from time to time.

Negligence or Repeated Conduct – A substantial mistake where the employee has had proper training and failed to complete a major work task or use due diligence. Or multiple mistakes of the same nature, especially after an intervention.

Severe – A flagrant act in violation of policy done in a manner that harms the affiliate or harasses a staff member, board member, volunteer, or community partner.

### Impact:

Minor – The mistake created minor additional work to remedy, but did not significantly affect operations.

Moderate – This created additional work, and interrupted workflow such that timelines had to be adjusted.

Major – Work was significantly derailed, and/or the affiliate was put in legal jeopardy.

In some situations, work or relationships may be disrupted, even seriously so, without behavioral or performance problems. In those situations, it is recommended that staff take time to review what went wrong, however an intervention or discipline is not appropriate.

## Section 6. Progressive Interventions and Discipline:

In using the above matrix, the following interventions and disciplines are recommended

### Non-disciplinary Interventions

1. Conversation – A simple discussion of what went wrong, with no additional follow through.
2. One-time training – A 30-minute to 1 hour refresher on a particular policy or procedure to ensure there is clarity.



3. Training course – A multi-day training course to help remedy knowledge or skills that are deficient.
4. Documentation – Creating an ongoing list of incidents. A supervisor MUST inform their supervisee if they are making such a list. Supervisees who are documenting incidents about a supervisor DO NOT have to give the same notice.

## Disciplinary Actions

5. Improvement Plan – A clear and achievable written description of the problem and expectations to be met going forward. It should include a reasonable period of time, and appropriate supports to help employee meet the conditions.
6. Restorative Justice Practice – A formal, facilitated intervention between the employee and person or people who have been harmed by their conduct. Voluntary participation of all parties is necessary for this to be utilized.
7. Written warning – A formal disciplinary measure that states the offense and puts the employee on notice.
8. Suspension – Prohibiting the employee from working for a period of time. This should generally be unpaid. However, people on suspension may be permitted to use time off to continue receiving pay. Employees suspended pending an investigation shall be paid.
9. Termination – Firing

In cases where intervention or discipline other than discharge or suspension from work the following procedures shall apply:

When the Employer establishes that just cause exists to discipline an employee, the Employer will issue a written statement to the employee specifying the conduct complained of and the disciplinary measure to be taken and thereafter will discuss the warning with the employee. A copy of the written statement will be given simultaneously to the Union.

If after a reasonable opportunity to demonstrate improvement in some or all of the conduct described in the above-written warning continues, the Employer may further discipline the employee. Such opportunities must have ample time to demonstrate improvement.

No employee will be discharged, except as set forth below, without at least two (2) prior disciplinary actions issued within the preceding twenty-four (24) months.

## Section 7. Discipline Without Written Warning:

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

1. Acts of gross insubordination;
2. Endangering the health or safety of another employee or other individual;
3. Illegal distribution of controlled substances on Employer time or premises;
4. Unauthorized use of alcoholic beverages or controlled substances on Employer premises;
5. Harassment of fellow employees, clients, or others on the basis of race, gender, religion, color, age, national origin, disability, sexual orientation, sex, or other protected class status;
6. Misuse of donor, client, or ACLU-WV funds;
7. Major theft or abuse of ACLU-WV property;
8. Major or constant breach(es) of security or confidentiality of personal or other sensitive information;
9. Falsifying time sheets, records or other Employer records or reports beyond what would be considered an administrative error;
10. Misuse of Employer passwords, licenses, passcodes, or keys;
11. Fraud or misrepresentation on an application or resume or other important document;
12. Creating a security risk by the unauthorized removal, copying, using or disclosure of confidential records;
13. Possessing a firearm, explosive, or blade longer than 3 inches, or while on Employer premises.
14. Misuse of, or failure to properly secure pepper spray, blades shorter than 3 inches, taser, or other personal defense items.

## Section 8. Suspension:

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

## Article 16. Restrictions on Outside Work

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

The outside employment:

1. Must not interfere with the efficient performance of the employee's duties;
2. Must not constitute a conflict of interest, potential conflict of interest, or apparent conflict of interest with the employee's duties at ACLU-WV;
3. Must not involve the performance of duties the employee should have performed as part of their employment with ACLU-WV; and,

4. Must not subject ACLU-WV to unfavorable public or professional criticism or otherwise damage its reputation.
5. The outside legal practice of attorneys may be further restricted in writing through the Legal Department Manual. Other work performed after work hours by attorneys is subject to the provisions of this article.

## Article 17. Grievance and Arbitration

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

### Section 1.

A grievance for purposes of this Article is defined as a written dispute concerning the interpretation and application of this Agreement to a particular situation; Employer rules, Employer regulations or Employers policies impacting wages, hours, or conditions of employment; or as to whether the terms of the Agreement have been observed and performed.

The parties will follow the procedure for adjustment and settlement of such grievances as outlined in the following Sections of this Article.

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

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

### Section 2.

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

### Section 3.

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

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

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

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

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

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

In the case when the employee(s) grievance is against the Executive Director, the employee(s) shall submit the grievance in writing to ACLU of WV Board President with a copy to the ACLU of WV Secretary, not later than 30 calendar days after the date on which the alleged act giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence. The ACLU of WV Board President shall offer to hold a meeting within ten (10)business days of the date the written grievance was received and shall provide a decision in writing to the employee(s) within five (5) business days of the meeting, and in the event that the matter is not resolved in Step 2, the aggrieved employee(s) and/or the Union representative will proceed to Step 4.

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

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

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

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

#### Arbitration Procedures

Section 5. Arbitrator's Limited Scope of Review: The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. Further, no decision of the Employer shall be overturned or reversed by the arbitrator unless the arbitrator concludes based upon the evidence that the Employer's actions were: (1) arbitrary and capricious; or (2) made in bad faith; or (3) without any rational basis. The decision or award of the arbitrator shall be final and binding.

Section 6. All fees and expenses of the arbitrator shall be shared equally by the parties, except for late cancellation fees which the arbitrator may assess in full at their discretion to the party responsible for such late cancellation. Each side shall pay the cost of preparation and presentation of its own case. In all cases, the cost of arbitration, excluding attorney 's fees and the cost of a transcript ordered by a single party, shall be borne equally by the Union and the Employer. The cost of a transcript order by one party and attorney's fees shall not be shared.

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

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

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

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

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

Section 8. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties.

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

## Section 9.

During the term of this Agreement or any extension thereof, the grievance and arbitration procedures of the Agreement shall be the sole and exclusive means of settling any and all alleged violations of any specific provision of the Agreement, except as otherwise provided in the Agreement. This Section shall not be deemed to preclude either party or any employee from exercising their respective rights to seek judicial or administrative relief concerning equal employment opportunity, occupational safety and health, the Fair Labor Standards Act, the National Labor Relations Act or other laws governing employment relations or employment. In the event that the Guild or an employee elect to pursue a claim in an administrative or judicial forum, all related grievances involving that employee's employment and/or separation from employment shall be held in abeyance pending completion of the administrative or judicial proceedings on such claim."

## Article 18. No Strike No Lockout

During the term of this Agreement, there shall be no lockouts, and there shall be no strike over the meaning or application of this Agreement. Specifically, there shall be no strike over the action or inaction of third persons not a party to this Agreement. As used in this Agreement, the term "strike" shall mean and include any collective refusal to perform work, refusal to accept assignments, or any other work stoppage or slowdown, whether total or partial.

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

## ARTICLE 19. LAYOFF & RECALL

### Section 1: Layoff.

The Employer will institute layoffs only in the events of economic or strategic necessity. While the ACLU-WV will attempt to avoid layoffs, in the event that the Employer determines layoffs are necessary, the Employer will comply with the following:

- A. Notice. The ACLU-WV will give the WBNG at least sixty (60) calendar days' notice of their intent to layoff Bargaining Unit Employees. The notice will inform the WBNG of (a) the number of employees to be laid off in each department, (b) the reason for the layoff, (c) the identity by position and name of the Bargaining Unit Employees to be laid off, (d) the reason each Bargaining Unit Employee was selected for layoff, and (e) the date of the layoff.
- B. During the sixty (60) calendar day notice period. After an Employee has been given notice of a lay-off, ACLU-WV shall accept voluntary resignations from employees in the departments or positions involved in or selected for layoff. If such voluntary resignations are accepted, such employees will be entitled to severance pay as provided in subsection G of this section. The number of employees to be dismissed in the reduction in force shall be reduced to the extent that the need for additional reductions has been mitigated through voluntary resignations.
- C. Employees who are laid off or who voluntarily resign as provided for herein and receive severance pay as outlined in [insert proper reference] Section 9 of Article 16 are eligible for recall as provided for in Section 2 below.
- D. The Employer will meet and confer with the WBNG regarding alternatives to layoffs and bargain in good faith regarding the effects of layoffs during the sixty (60) calendar day notice period. These meetings will focus on the shared goal of reducing the scope of the layoff and its impact upon employees.
- E. If a vacant position exists at any point after the Employer has given notice of layoffs, the Employer shall determine if any Employees who are subject to the layoff have the skills and qualifications to fill the vacancy. If so, the Employee shall be offered an internal job transfer without a job posting. If the Employer determines that no Employee subject to

layoff has the necessary skills and qualifications, the Employer shall provide notice to the Union prior to posting for the position. Nothing in this section bars an Employee who has been laid off, resigned upon notice of layoffs, or is subject to layoffs from applying to a publicly posted position. During the notice period, where a vacant position exists that is within the classification or a similarly situated classification to that currently held by an employee subject to the layoff, and the vacant position is not subject to the layoff, the employee subject to the layoff shall have the opportunity to transfer to such a position. .

- F. The employer reserves the right to select employees for layoff. The Employer shall consider operational need, followed by seniority with the ACLU-WV with the most junior employee selected first, except where the employer demonstrates bona fide operational need. Upon request, the Employer shall provide rationale for layoff selections to the Union.
- G. Severance Pay. When an employee is laid off due to lack of work, funding shortfalls, or other issues unrelated to performance or employee misconduct, they shall be entitled to severance pay in the amount of 1 month per year of service up to 5 months' severance pay. However, the Employer shall reduce the amount of severance pay by 1 month for every 60 days of notice beyond 60 given to the Employee.

## Section 2: Recall.

In the event of a vacancy or new position being created within 1 year of any layoff(s) the Employer shall notify the Union prior to any job posting. The Union shall advise the Employer if any Employee who has been laid off or resigned subject to lay off should be considered for the position. The Employer shall, at a minimum email the employee's last known personal email address and send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the WBNG notifying the Employee of the position and advising them of their right to apply. At the sole discretion of the Employer and in consultation with the Union, the Employer may offer the former Employee the position without opening the position publicly or requiring an application.

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



## Article 20. Miscellaneous

### Section 1.

Employees are entitled to request to participate in a “higher check-in meeting” with their supervisor’s immediate supervisor to check in and discuss their working conditions and their relationship with their supervisor. Employees may request such a check-in whenever they feel is necessary.”

### Section 2.

Exit Interviews: It will be standard practice for the Employer to engage in exit interviews at the end of an employee’s employment with the affiliate. An exit interview will not be conducted if there is a pending grievance concerning the termination of employment, or if the employee requests that an exit interview not take place.

## Article 21. 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 22. Terms of Agreement

This agreement is effective from April 1, 2025, through April 1, 2028. This Agreement is hereby executed on behalf of the ACLU of WV and the ACLU-WV Staff Union, by their authorized representatives, following approval by their respective Boards of Directors and Membership.

**Signature:** *Oceanna Smith*  
Oceanna Smith (Mar 17, 2025 09:57 EDT)  
**Email:** osmith@acluwv.org

**Signature:** *Kyle Vass*  
Kyle Vass (Mar 14, 2025 18:16 EDT)  
**Email:** kvass@acluwv.org

**Signature:** *Eli Baumwell*  
Eli Baumwell (Mar 16, 2025 15:37 EDT)  
**Email:** ebaumwell@acluwv.org

**Signature:** *Evan Yeats*  
**Email:** evan.yeats@gmail.com












# CBU FINAL - Needs Signatures[57]


Final Audit Report


2025-03-17


Created:	2025-03-14
By:	Evan Yeats (evan.yeats@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADFFkUgf_VL69zbTpH-3OUHIY3psSyFp

## "CBU FINAL - Needs Signatures[57]" History

-  Document created by Evan Yeats (evan.yeats@gmail.com)  
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-  Document emailed to Ocean Smith (osmith@acluwv.org) for signature  
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-  Document emailed to Kyle Vass (kvass@acluwv.org) for signature  
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-  Document emailed to Eli Baumwell (ebaumwell@acluwv.org) for signature  
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-  Document emailed to Evan Yeats (evan.yeats@gmail.com) for signature  
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Signature Date: 2025-03-14 - 10:16:01 PM GMT - Time Source: server
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Signature Date: 2025-03-16 - 7:37:05 PM GMT - Time Source: server

 Signer Ocean Smith (osmith@acluwv.org) entered name at signing as Oceanna Smith  
2025-03-17 - 1:57:45 PM GMT

 Document e-signed by Oceanna Smith (osmith@acluwv.org)  
Signature Date: 2025-03-17 - 1:57:47 PM GMT - Time Source: server

 Agreement completed.  
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