

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

NEW YORK CIVIL LIBERTIES UNION
AND
TOP LOCAL 2110, U.A.W.

APRIL 1, 2019 - MARCH 31, 2024

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APPENDIX A

ADDENDUM

*AGREEMENT entered into on the 1st day of April, 2019, by and between the **NEW YORK CIVIL LIBERTIES UNION, INC.**, 125 Broad Street, 19th Floor, New York, New York 10004, hereinafter called the "**Employer**," and **LOCAL 2110, U.A.W.**, 256 West 38th Street, Suite 704, New York, New York 10018, hereinafter called "**Local 2110**," for and on behalf of itself, and all employees now employed or hereafter to be employed by the Employer and collectively designated as "employees."*

WHEREAS, the Employer recognizes the aforesaid Union as the only Union representing all of its employees as described in Article 14 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties do hereby agree as follows:

1. **RECOGNITION**

A. The Employer recognizes LOCAL 2110 as the only collective bargaining agent for all of its clerical and other employees, employed by the New York Civil Liberties Union, Inc., including the New York Civil Liberties Union Foundation, and special projects of both, in the job categories set forth in Article 14.

B. The Employer agrees to recognize and deal with such representatives of Local 2110 as the Union may designate.

2. **UNION SHOP**

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing for the entire term of this Agreement, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the

effective date of this Agreement, or on the thirtieth (30th) day following the beginning of their employment, whichever is later, become and remain members in good standing in the Union.

B. In the application of Section A above, when the Employer is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall terminate such employee until such time as the Union has notified the Employer that the employee is in good standing.

C. Upon presentation to the Employer of an employee's written authorization to deduct from his/her wages dues and initiation fees, the Employer shall deduct such sums of money from the employee's wages. Such form shall be in compliance with applicable law. Upon the Employer's request, the Union shall provide the Employer with a certification of the amount of its dues and initiation fee. The Employer will notify the Union promptly of any revocation of any authorization received by it.

3. JOB SLOTTING

A. Should a new salaried job different from the job categories not explicitly covered or clearly excluded by this Agreement be created, the Employer shall notify the Shop Steward in writing at least two (2) weeks in advance, with title, job description, job qualification, effective date, and salary.

Both the Employer and the Union shall have the right to re-open salary negotiations of any such new job within four (4) months following such notice. During any such negotiations, the salary shall remain at the level previously agreed upon.

B. If a dispute arises as to whether the new job is properly within the collective bargaining unit and if the dispute cannot be settled, it shall then be subject to the grievance procedure.

During any such dispute, the Employer may proceed to create and fill the new job. However, in the event that the arbitrator rules that the new job should have been included in the collective bargaining unit, then the person already hired shall be required to join the Union pursuant to Article 2 of this Agreement.

4. NEW WORKERS

A. Hiring Procedures

When new workers are required in any particular job, the Employer shall proceed as follows:

(1) First, the job shall be offered to those workers in that particular category who may have been laid off in accordance with the seniority provisions of this Agreement.

(2) Second, if the job is not filled under Paragraph A (1) above, then the Employer shall post a notice on the bulletin board and circulate such notice to every member of the collective bargaining unit in this office. Such notice shall include the salary and qualifications required. Then the Employer shall consider the application of any member of the collective bargaining unit who may wish to transfer.

(3) Third, if the job is not filled under Paragraphs A (1) or (2) above within three (3) days, the Employer shall then post the same notice described in Paragraph A (2) above with Local 2110 Employment Office and shall consider persons sent by Local 2110 within three (3) business days of the posting of the notice before affirmatively seeking to fill the job from outside sources.

B. Standards

(1) The acceptance or rejection by the Employer of any applicant considered under Section A above shall be on the basis of standards such as, but not limited to, efficiency, experience,

skills, training, and the Employer's reasonable anticipation as to the applicant's capacity to perform the particular job.

(2) If, in the Employer's judgment, all other qualifications pursuant to Paragraph B (1) above are equal, then:

(a) Members of the collective bargaining unit who may wish to transfer shall be given preference over applications considered pursuant to Paragraph A (3) above; and

(b) Senior employees shall be given preference among applicants considered pursuant to Paragraph A (2) above.

(3) Considerations such as Union membership, Union policies, Union by-laws, or Union constitutional provisions shall not play any part in the selection and hiring of applicants.

C. Disputes

(1) If any employee considered under Paragraph A (2) above is not hired, he/she shall have the right to know the reasons pursuant to Paragraph B (1) above.

(2) If such employees files a grievance under Article 29 of this Agreement, and the arbitrator decides that such employee should have been transferred, such transfer shall take place immediately upon settlement of arbitration.

(3) No transfer to a different job category shall be deemed final until completion of the regular probationary period for new employees. If such probationary period is not successfully completed, the transferred employee shall have a right to return to his or her old job.

D. New workers shall immediately report to Local 2110 Employment Office for the purpose of registering. All such newly hired workers shall be issued a registration slip as evidence of such registration. The registration shall be for the purpose of assisting the Union in the

performance of this Agreement, and in maintaining the standards required by the Employer in filling any vacancies.

E. All persons interviewed shall be given an opportunity to examine a copy of this Agreement and an explanation of all insurance benefits. Upon hiring, the Employer shall give a copy of this Agreement and an explanation of all insurance benefits to the new employee. The new employee shall also meet with the Shop Steward, or a Union member designated by the Shop Steward, who shall inform the new employee of Union requirements such as dues, registration, and other relevant information.

F. Any new employee shall serve a probationary period of eight (8) weeks before being considered a permanent employee. No layoff or dismissal during the probationary period shall be subject to the grievance procedure.

G. All job categories as listed in Section 14 (A) of this Agreement shall be deemed to be covered by this Agreement. No job category may be removed from coverage under this Agreement except by negotiation.

H. The Employer accepts the Fair Employment Practices Agreement as stated in Appendix A attached hereto.

5. **TEMPORARY WORKERS AND VOLUNTEERS**

A. Temporary employees are those hired for a limited period of time as replacements for regular staff who are absent for any reason, to relieve unusual pressure of work, or to perform a temporary task.

B. The Employer shall not hire any temporary employee for more than four (4) consecutive weeks to fill a regular job without the Union's permission, which shall not be unreasonably withheld.

C. (1) If the Employer hires a temporary employee to work at least half-time for more than one (1) week, written notice of such employment shall be given to the Shop Steward, including name of employee, and date employment begins and is expected to end. A copy of this notice shall also be given to the temporary employee.

(2) Any temporary employee who is hired to work for more than four (4) consecutive weeks shall be covered by this Agreement. If at the termination of a period of temporary employment an individual is given the opportunity to fill the same position as a regular employee, that individual's probationary period shall be deemed to have begun on the first day of the period of temporary employment. If at the termination of temporary employment an individual is given the opportunity to fill a different position as a regular employee, that individual's probationary period shall begin on the first day of employment in the new position, but his/her seniority date shall be the first day of the period of temporary employment.

(3) Temporary employees hired to work at least half-time for more than four (4) consecutive weeks shall be notified in writing, with a copy to the Shop Steward, at the time of employment of the time limit of their employment. Such temporary employees shall be covered by this Agreement as if they were permanent employees, except with respect to Article 6 of this Agreement.

(4) Notwithstanding Paragraphs C (2) and (3) above, temporary workers may be hired for more than four (4) consecutive weeks of work on the NYCLU dinner or other special event, and such temporary workers shall not be covered by this Agreement, provided that the Employer agrees herein that such temporary workers shall not be required to waive the following minimal work conditions and benefits: thirty-five (35) hour week, seven (7) hour day, with one (1) hour for lunch, and overtime to be paid at the rates set by this Agreement; paid holidays as set by this

Agreement; one (1) sick day for each four (4) weeks provided that such employment lasts for more than four (4) weeks; and wages not lower than the minimums set by this Agreement for similar work.

D. If the Employer shall require work which cannot reasonably be performed by the regular employees, utilizing a reasonable amount of overtime, such work may then be sub-contracted or farmed out.

E. Volunteers are those who work without pay, except for reasonable expense money, if such volunteer work does not cause or prolong layoff of a regular employee. In the event that there is a dispute as to whether the conditions, which brought about the layoff of an employee, shall exist, the Union may request, and the Employer must provide, reasonable evidence that those conditions still exists.

6. **SENIORITY**

A. All persons, except those hired as temporaries, who have completed the probationary period of eight (8) weeks shall be considered permanent employees, and their seniority rights shall date from their first day of employment. All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off, provided that the person retained is able to perform the work necessary. The Employer agrees to give two (2) weeks' notice of layoff. In the event that additional employees shall be needed all persons previously laid off shall be rehired in the order of seniority, i.e., the last person laid off shall be the first person to be rehired. Employees laid off for a period of one (1) year shall be removed from the seniority list.

B. Stewards and local officers shall be entitled to top seniority only with respect to layoffs.

C. Layoffs, as described above, shall be permitted only for reasons of retrenchment, reorganization, or economic reasons.

7. BASIC CREW

A. The Employer agrees to employ continuously four (4) full-time persons in order of seniority who shall constitute the basic crew, and shall not be subject to layoff at any time. However, the person retained must be able to perform the work necessary in the various job categories. If, because of reasons beyond the control of management, there is a substantial reduction in income that results in a necessary reduction in work force, the Employer may request a reduction of basic crew and should the parties be unable to agree, the matter may be submitted to arbitration.

B. This article shall not prevent the Employer from (1) discharging any employee for cause, or (2) reassigning any employees to a new job categories and/or different duties.

8. TERMINATION OF EMPLOYMENT

A. The Employer may discharge for just cause.

(1) In the event the Employer is dissatisfied with the performance of an employee, a warning notice in writing shall be given to the employee, with a copy of the Shop Steward, setting forth causes for dissatisfactions. No discharge may take place, except as provided in Paragraph B (3) below, unless such warning notice has been given and until four (4) weeks following such warning notice during which the employee shall have an opportunity to improve.

(2) If after the four (4) week period, except as provided in Paragraph B (3) below, the Employer feels that discharge is justified, the employee and the Shop Steward shall be so notified in writing, and the employee shall be discharged, subject to Section D below.

B. The following shall be considered just cause, but just cause shall not be limited only to these reasons:

(1) Chronic lateness or inexcusable and unjustified absences.

(2) Inadequate performance of work.

(3) The following causes shall justify immediate dismissal notwithstanding provisions of Section A and D:

(a) Theft

(b) Violation of the Employer's confidential materials, including disclosure to a third person, whether employed by the Employer or not.

(c) Failure to make a good faith effort to improve following the notice of warning or discharge as provided in Section A above.

C. All dismissals shall be subject to the grievance procedure as provided for in Article 29 of this Agreement; however, the Employer shall not seek to sustain any discharge before an arbitrator for any cause not set forth in the written notice of discharge provided for herein.

D. If the employee is discharged pursuant to Section A above, and the discharge goes to arbitration, the employee may be suspended immediately. The suspension shall be with pay for six (6) weeks, or accrued vacation and severance pay, whichever is greater, after which the employee shall be suspended without pay. This provision shall not apply to dismissals pursuant to Paragraph B (3)(a) above.

Nothing in this Section shall prohibit the Employer and the Union from agreeing to retain the employee on the job pending arbitration.

E. In case of voluntary resignation, all employees shall give the Employer at least two (2) weeks' notice thereof.

9. **NO MOVING**

In the event the Employer moves any of its operations outside the Metropolitan area, it shall give the Union sixty (60) days' notice of such move and the Union may at such time cancel the Agreement and have the right to strike.

In the event the Employer moves to a new location outside Manhattan, requiring extra travel time, severance pay for those employees who do not choose to transfer to the new location shall be paid in accordance with Article 12 of this Agreement. The question of reimbursing employees for additional carfare beyond one subway fare shall be taken up at the time a move occurs.

10. **WORK CONDITIONS**

A. No employee shall be required to do personal work for anyone.

B. All work must be assigned to employees by their immediate supervisor or other designated member of the professional staff.

C. Employees shall accept any such assignments, at the discretion of their immediate supervisor or other designated member of the professional staff, except that law students who produce memoranda solely for the information of a staff counsel are expected either to type such memoranda or write them legibly, and secretaries will not be required to type such memoranda, unless they are in whole or in part intended for circulation or publication beyond the individual staff counsel for whom they are intended.

D. Switchboard Breaks - deleted

E. The Employer shall furnish and maintain a room to be designated as a lounge for the exclusive use of the employees covered by this Agreement from the hours of 12:00 p.m. to 3:00 p.m. daily and in cases of personal emergency.

F. If the Employer secures additional new office space or intends to make substantial changes in existing office space, the employees shall be entitled to see the architectural plans for such space and shall meet with the Employer to discuss the feasibility of separate offices or a private working space for each secretary.

G. At the request of the switchboard operator or any other employee who interviews prospective clients, an adequate buzzer system shall be installed to enable such employee to signal for help.

H. The Employer is responsible for maintaining a healthy and safe workplace as required by law. If major new equipment is purchased, the bargaining unit shall be consulted at least thirty (30) days prior to purchase of such equipment about the possible impact on the unit, and a representative of the bargaining unit shall assist in the selection of such equipment and in the development of any office rules which may be necessary to govern its use.

The Employer agrees that the premises shall be dusted and vacuumed at least once a week. The Employer and the Union agree to work together to identify and resolve any problems relating to ventilation and/or temperature on the Employer's premises.

11. LIQUIDATION

Should the Employer terminate its operations, it shall notify the Union at least sixty (60) days in advance, and the employees shall be retained on the job until liquidation is completed.

12. SEVERANCE PAY

A. Severance pay prorated at one (1) week for each six (6) months of employment shall be paid under any of the following conditions:

(1) In the event of the voluntary or involuntary liquidation of business;

(2) In the event of layoff or discharge as provided in Paragraph 8 (B) above, except for discharge for theft.

(3) In the event an employee is terminated because of physical disability.

B. An employee who has once received severance pay for any reason and is thereafter rehired shall be entitled to seniority for all purposes for the total period of his/her employment (i.e., from date of first hiring, but with interruption for period from severance to rehiring), but the amount of severance pay actually received shall be set off against and reduce the employee's future severance, and rehiring shall be treated as leave without pay during which further contract benefits do not accrue but after which no benefits previously accrued and not received shall be lost.

13. **HOURS**

A. The regular working hours under this Agreement will be a full week of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday to Friday inclusive. There will be a one (1) hour lunch period. The Employer may continue to employ part-time employees who shall work a mutually agreed upon regular schedule of hours, not exceeding the regular hours each day.

B. The working hours shall start no earlier than 8:30 a.m. and end no later than 6:00 p.m. for all employees. Unless individual arrangements are made between an employee and his/her immediate supervisor(s) and approved by the Employer, office hours shall be from 9:30 a.m. to 5:30 p.m.

C. (1) All authorized overtime in excess of seven (7) hours in any day or thirty-five (35) hours in any week shall be compensated at the rate of time and one-half. The method of compensation shall be at the employee's option, either in cash or in time. Overtime shall be

voluntary. It is recognized, however, that from time to time overtime may be necessary to meet the Employer's needs. Overtime compensation shall be paid within fifteen (15) business days of the overtime work performed. For the purpose of computing overtime, paid sick, personal, and vacation time are considered time worked.

(2) Should there be a need for bargaining unit work to be performed after 5:30 p.m. or on weekends, unit employees shall be asked to do the overtime and only if no unit employee is available can any non-unit employee or temporary worker be asked to do the work.

D. Employees who work on Saturday or Sunday shall be compensated at the rate of double time. Employees who work on holidays shall be compensated at the rate of double time plus regular holiday pay. Employees who work on Saturday, Sunday, or holidays shall be compensated for time spent traveling to and from work on those days and shall be reimbursed for carfare. Employees working after midnight shall be compensated at the rate of triple time.

E. Permanent part-time employees working at least half time shall be considered regular employees entitled to all the benefits and subject to all conditions of this Agreement. Permanent part-time employees working less than half time shall receive pro-rated benefits (personal/sick days, holidays and vacation).

F. Upon submission of receipts, or, when unavailable, a signed statement of expenses, employees working overtime shall receive up to the following amounts for meals: \$10 in breakfast money for any employee working before 8:30 a.m.; \$20 in dinner money for any employee working two (2) or more hours overtime on a regular workday or after 7:30 p.m. on a Saturday, Sunday, or holiday when the employee has worked at least four (4) hours; and \$15 in lunch money for any employee working for four (4) or more hours between the hours of 10:00 a.m. and 4:00 p.m. on a Saturday, Sunday, or holiday.

G. Up to \$25 in taxi fare from office to home or to an after work appointment shall be paid to an employee working after 7:00 p.m. (this shall also apply to taxi fare from home to office for an employee required by the Employer to come to work before 7:30 a.m.); providing that for people who live in the suburbs, this provision shall apply as to require the payment of taxi fares from the NYCLU's office to the appropriate train or bus station in New York City, and from the train or bus station nearest to the employee's home to the employee's home. In order to receive compensation for this fare, a receipt on a form provided by the Employer shall be obtained, unless the taxi driver shall refuse.

14. **SALARIES**

A. The annual full-time minimum salaries for each job category shall be as follows:

Hiring Rates

The hiring rates shall be increased on the following dates as per the schedule listed below:

Job Title	04/1/2019	04/1/2020	04/1/2021	04/1/2022	04/1/2023
Bookkeeper	\$33,600.00	\$35,280.00	\$36,691.00	\$38,158.00	\$39,303.00
Admin. Assistant	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Admin. Assistant	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Admin. Assistant	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Clerk	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Legal Interviewer	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Legal Assistant	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00
Office Manager (new)	\$50,988.00	\$53,537.00	\$55,678.00	\$57,905.00	\$59,642.00
Receptionist	\$31,500.00	\$33,075.00	\$34,398.00	\$35,773.00	\$36,846.00

B. Retroactive to April 1, 2019, each employee shall receive a wage increase of five (5%) on his/her salary. Effective April 1, 2020, each employee shall receive a wage increase of five (5%) percent on his/her salary. Effective April 1, 2021, each employee shall receive a wage increase of four (4%) percent on his/her salary. Effective April 1, 2022, each employee shall receive a wage increase of four (4%) percent on his/her salary. Effective April 1, 2023, each employee shall receive a wage increase of three (3%) percent on his/her salary.

C. New: The NYCLU shall provide a Five Thousand Dollar (\$5,000) bonus, upon retirement, to member who retire with at least thirty (30) years of service to defray costs on retiree healthcare.

D. Should the Employer anticipate employing any employee within the above-described categories at a rate of pay above that indicated as the minimum wage, it shall first inform the employees and the Union and apply for their consent therefore, and the employees and the Union shall not unreasonably withhold their consent.

E. In the event of a transfer from one job category to another, the employee's salary shall be adjusted by an amount equal to the difference between the minimums of the two job categories.

F. In an existing position if the scope and responsibilities have significantly increased or altered since a person was hired for that category, a re-evaluation of the position and an appropriate upgrading of salary and/or title may be requested. The Employer may grant merit increases or bonuses based on an employee's performance.

G. The parties agree to continue discussion on the creation of senior level positions within the bargaining unit.

Job Title Changes

The job titles for the following employees shall be as follows:

Carmen D. Santiago – Senior Legal Assistant
Thomas C. Tyburski – Receptionist
Alicen Eatroff – Advocacy/Legislative Assistant
Angelis Duarte – Office Manager

The NYCLU shall fill an additional Administrative Assistant position as soon as is practicable.

15. **FIXED FINANCIAL ARRANGEMENTS**

It is specifically agreed that all wages, salaries, commissions, and all other fixed financial arrangements and benefits of employees in effect at the date hereof or increased hereafter, shall not be reduced, nor the hours of employment increased by the Employer, anything contained in this Agreement to the contrary notwithstanding. (See side- letter dated August 20, 2008, attached hereto as an Addendum).

16. **HOLIDAYS**

A. The Employer agrees to pay the employees full salary for the following holidays, as if they worked thereon: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving plus the day after Thanksgiving, and Christmas Day. On Election Day, one-half day's time shall be granted for all employees. The office will close at 1:00 p.m. on the day before Christmas and at 3:00 p.m. on the day before New Year's. If any one of the above holidays shall fall on Sunday, it shall be observed on the Monday. Any holiday falling on a Saturday shall be observed on the previous Friday.

B. No employee shall be required to work on a holiday. Employees who do work on a holiday shall be compensated in accordance with Paragraph 13 (D) of this Agreement.

17. **VACATIONS**

A. Vacation time shall be earned as follows: 1-2 years of employment entitlement is 16 days; 3-5 years entitlement is 18 days; 6-10 years entitlement is 20 days; 11-19 years entitlement is 22 days; 20-24 years entitlement is 24 days; 25 plus years entitlement is 25 days. Vacations are accrued after three (3) months and collectible after six (6) months' employment, at specific times arranged mutually between the employee and the Employer. Up to ten (10) unused

vacation days may be carried over to the following year or may be taken in pay, by mutual agreement between the employee and the Employer. The Employer shall not unreasonably refuse to pay any employee for unused vacation days, if the employee so requests.

B. Holidays falling within an employee's vacation shall be granted either in time or in pay, by mutual agreement between the employee and the Employer.

C. Employees shall be paid for their vacation time before they leave on vacations if they so request.

18. **PERSONAL/SICK LEAVE**

A. No employee shall be discharged because of absence due to illness or any other unavoidable cause. Any employee hired to replace the absent employee shall be laid off in accordance with Article 6 of this Agreement upon the absent employee's return. Employees shall be entitled to adequate maternity or paternity leave for up to twenty-six (26) weeks, four (4) weeks of which shall be paid in full, with no loss of seniority. At such time as employees become eligible to receive Accident and Sick Benefits, the Employer shall provide sick leave pay only in amounts equal to the difference between the employee's regular wages and the Accident and Sick Benefits, and such sick leave payments by the Employer shall continue until the full cash equivalent of the personal/sick leave pay provided by this Agreement has been paid to the employee.

B. Except for maternity or paternity leave as set forth in Section A above, employees shall be entitled to no more than twelve (12) sick days without loss of pay during each year of their employment, except that up to ten (10) days of unused sick days in one (1) year of employment may be carried over to the following year.

C. Employees shall be entitled to seven (7) personal days during each year of their employment. Up to three (3) of the seven (7) personal days may be taken before or after a holiday, weekend or vacation with mutual agreement between the Employer and the employee, which agreement shall not be unreasonably withheld. Except in emergencies, personal days may not be taken without reasonable notice to the Employer.

19. **FAMILY MEDICAL LEAVE**

The Employer will comply with the provisions of the "Family and Medical Leave Act of 1993" as presently enacted except as it applies to providing health insurance. NYCLU shall cover premium costs for the New York Paid Family Leave benefit.

20. **INSURANCE BENEFITS**

The Employer agrees to pay the total cost of insurance benefits currently being provided at the signing date of this Agreement. A brief, but not completed, list of benefits follows:

- 1. CIGNA Health Care -- total family coverage;*
- 2. Life/Dental/Medical/Major Medical -- total family coverage.*

Any change shall be by mutual agreement between the employees and the Employer, with the understanding that the new plan must be substantially equivalent in cost to the existing plan.

- 3. Employee shall be covered on Employer's plan on the completion of his/her first eight weeks of employment.*

21. **NO DISCRIMINATION**

The Employer shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, parental status, age, disability, arrest record, Union activity,

speech, political belief or affiliation, mode of dress, genetic information, citizenship status or any other arbitrary reason unrelated to the job.

22. **VISITATION**

The Union's representative may visit the Employer's premises for the purpose of investigating working conditions or conferring with the Employer or the employees.

23. **BULLETIN BOARD**

The Employer shall provide space for a bulletin board in a reasonably accessible place for Union notices.

24. **JURY DUTY**

Collective bargaining unit employees who are called for and serve jury duty will be paid by their Employer the difference between their per diem jury pay and their regular pay provided that such payment shall be made for a period of no more than once every second year, for the duration of the time required to serve, upon the employee presenting to the Employer written evidence of jury service and copy of receipt of payment of his/her jury pay.

25. **EDUCATION FUND**

Effective January 1, 2003, the NYCLU shall contribute one-half percent (.5) of the first \$20,000 of salary of each person covered by this Agreement to Local 2110 Education Fund. TOP Local 2110 shall make available to NYCLU at the end of the calendar year a list of NYCLU participants in the program in order to determine whether the NYCLU employees are availing themselves of this provision.

26. **UNION MEETINGS**

A. Each employee (except the Shop Steward) shall be allowed two (2) hours, no more than four (4) times each contract year, for the purpose of attending stewards', shop, local, or other

Union meetings. The Shop Steward shall be allowed two (2) hours, no more than six (6) times each contract year, for the purpose of attending stewards', shop, local, or other Union meetings or she may bank 12 hours aggregate time off each year for Union meetings in order to attend full day union training or conferences.

B. All such meetings shall be scheduled so that the employee or Shop Steward shall not leave his/her work station prior to 3:50 p.m. on the day of the meeting.

C. No more than one-half (1/2) the employees in the bargaining unit shall attend the same Union meeting. No less than five (5) work days' written notice shall be given to the Employer by the Union of the scheduling of each meeting under this Article.

27. **LEAVES OF ABSENCE**

Leaves of absence shall be mutually agreed upon between the employee and the Employer, and the Union shall be notified in writing. Any leave granted pursuant to this Article will be granted without loss of the employee's seniority.

Any employee elected or appointed to a full-time union position will be given an unpaid leave for a period of up to one year. Such leave may be extended by mutual agreement of the parties.

28. **STRUCK GOODS**

The Employer will not require any of its employees to handle or perform any other service whatsoever on struck goods, products, or materials, coming from the premises of an Employer whose employees are on strike where the struck work is transferred to the Employer through an arrangement with the employer on strike or which, but for the strike, would be handled or worked on by the employees on strike. The Employer further agrees not to require any of its employees to cross a picket line or to perform any work which will aid, cooperate with, or assist

any firm whose employees are on strike where the strike has been ratified or approved by the representative of the employees on strike whom the employer is required to recognize.

29. **MOURNING TIME**

All employees shall be allowed five (5) days with pay for the purpose of attending the funeral or performing the religious or traditional observances on the occasion of the death of a grandparent, parent, aunt, uncle, spouse/live-in partner, child, brother, sister, or grandchild.

30. **ADJUSTMENT OF DISPUTES**

A. Employees may be accompanied by the Shop Steward or another employee designated by the Shop Steward in any meetings with the Employer involving a dispute, complaint, controversy, or grievance arising under this Agreement.

B. Adjustments of all complaints, disputes, controversies, and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application, or performance of the terms of this Agreement, or any complaint, dispute, controversy, or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be undertaken in accordance with the following procedure: The matter shall first be taken up by representatives of the Employer and the Shop Steward; aggrieved employees, if any, have the right to be present. If such dispute cannot be so adjusted by these persons, the matter shall be taken up by representatives of the Employer and the Union, and, if no adjustment can be arrived at, the dispute shall be submitted to an arbitrator.

The above procedure is designed to facilitate orderly handling of grievances; however, failure to follow these steps shall not be grounds for denying the right to arbitration.

C. The party initiating the disputed matter may ask the State Board of Mediation or the American Arbitration Association to appoint an arbitrator and such appointee shall be the

arbitrator in the matter involved, and the arbitration shall proceed in accordance with the rules of whichever agency is selected. If no action is taken within 120 days, then the other party to the grievance may move to change the forum from the State Board of Mediation to the American Arbitration Association or from the American Arbitration Association to the State Board of Mediation. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the arbitrator shall not have the power to amend, modify, alter, or subtract from this Agreement or any provision thereof.

D. It is agreed that time is of the essence in any arbitration and both parties will exert their best efforts to obtain a speedy decision.

E. The cost of the arbitration shall be shared equally by the Employer and the Union unless the arbitrator specifies otherwise.

31. THE UNION AS A PARTY AT INTEREST

The Union shall require its members to comply with the terms of the Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce the Agreement on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award.

32. SAVING CLAUSE

If any term, provision, or condition of this Agreement is held to be unlawful, illegal, or in violation of law in a final judgment, the parties will confer in an effort to agree upon suitable

substitutions therefore, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that, in such event, the essence and spirit of the provisions so held illegal are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision, or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal, or in violation of the law.

33. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon successors and assignees of the Employer. In the event that the Employer shall sell, assign, transfer, or otherwise dispose of this business, it agrees to notify the Union of its intention to do so at least thirty (30) days prior to the said transfer or assignment; and it further agrees not to sell; assign, or transfer such business unless and until the purchaser, assignee, or transferee should first have accepted and assumed in writing all of the terms and provisions of this Agreement and shall have agreed to continue in full force and effect all existing rights and interests of the employees.

34. NO STRIKE, NO LOCKOUT

The Union agrees not to call or ratify a strike or stoppage of Union members during the life of this Agreement, except when the Employer fails to abide by binding arbitration. The Employer shall not cause a lockout during the terms of this Agreement.

In the event of any unauthorized strike or stoppage, the Union agrees within forty-eight (48) hours of receipt of written notice thereof to endeavor in good faith to have the members

return to their work. Compliance by the Union with this provision shall be deemed full compliance with the Union's obligation under the Agreement, but the Employer shall in no event be prevented by reason of such compliance from bringing an action to enjoin such an unauthorized strike or stoppage.

35. **PROMOTIONS TO EXEMPT POSITIONS**

In the event that an employee now covered by this Agreement is promoted to an exempt position, the Employer agrees to the following:

A. The Employer will continue payment of all insurance and other benefits on behalf of such promoted employee, as provided in Article 19 of this Agreement.

B. The Employer will not require resignation from Union membership as a condition of such promotion, but nothing herein contained shall be deemed to affect the exempt status of such promoted employee.

C. Any employee so promoted by the Employer shall retain seniority in his/her previous position for twelve (12) months.

36. **MODIFICATION**

It is specifically understood that this Agreement may not be modified without the joint consent of the Union and the Employer.

37. **NOTICE**

Any notice provided for in this Agreement shall be given to the Union at its headquarters, 256 West 38th Street, Suite 704, New York, New York 10018, and to the Employer at its place of business.

38. DURATION OF THIS AGREEMENT

This Agreement shall go into effect as of the first day of April 1, 2019, and shall continue in full force and effect up to and including March 31, ~~2023~~ ^{2024. CAS}. Proposals from the Union and from the Employer for extension of this Agreement must be exchanged between the two parties by March 1, ~~2023~~ ^{2024. CAS}, and the first meeting to discuss extension of the Agreement shall take place no later than the first week in March ~~2023~~ ^{2024. CAS}. Any increases in salary agreed to in those negotiations shall be retroactively effective for the period of April 1, 2019.

This Agreement is subject to Union ratification.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.


Dated: New York, New York
April 1, 2019

NEW YORK CIVIL LIBERTIES UNION FOUNDATION

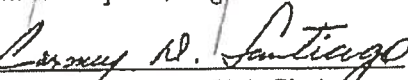
By 

Donna Lieberman
Executive Director

TOP LOCAL 2110, UAW

By 

Michael Cinquina, Organizer

By 

Carmen D. Santiago, Unit Chair