

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN CIVIL LIBERTIES UNION OF NORTHERN CALIFORNIA AND AMERICAN
CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA, INC.**

And

THE ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20, AFL-CIO/CLC

**Collective Bargaining Agreement
February 23, 2024 – February 23, 2027**

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THIS AGREEMENT is entered into on February 23, 2024, between the American Civil Liberties Union of Northern California, a 501(c)(4) nonprofit mutual benefit corporation and the American Civil Liberties Union Foundation of Northern California, Inc., a 501(c)(3) a nonprofit public benefit corporation (hereinafter collectively “ACLU-NorCal” or “Employer”) and the Engineers and Scientists of California Local 20, IFPTE, AFL-CIO/CLC (hereafter called “IFPTE Local 20” or “IFPTE Local 20”), (hereinafter collectively “the Parties”).

PREAMBLE

In order to establish harmonious employment relations through a mutually respectful process, to ensure fair and equitable treatment of all employees, to promote ACLU-NorCal’s mission to protect and advance civil rights and civil liberties, to recognize and respect the value of employees, their expertise and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the Parties agree as follows:

ARTICLE 1. SCOPE OF AGREEMENT

Section 1.1 Scope of the Agreement

This Agreement contains the entire Agreement of ACLU-NorCal and IFPTE Local 20 arrived at as the result of meeting and conferring. This Agreement supersedes all previous agreements, and prior practices related to matters included within this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the Parties in an expressed written amendment to this Agreement.

Section 1.2 Successorship

This Agreement shall bind the signatories hereto, as well as their successors and assigns as governed by the National Labor Relations Act, Article 29 U.S.C. §§ 151-169 (hereinafter “NLRA”).

ARTICLE 2. IFPTE LOCAL 20

Section 2.1 IFPTE Local 20 Recognition

- A. The ACLU-NorCal recognizes IFPTE Local 20 as the exclusive collective bargaining representative of employees of ACLU-NorCal in the classifications listed in Appendix A. Supervisors, managers (where such managers meet the criteria of supervisory authority under the NLRA), confidential employees, interns, Fellows with fellowships lasting less than six (6) months, volunteers, and part-time employees who work less than ten (10) hours per week are excluded from the bargaining unit.
- B. ACLU-NorCal will give advance written notice to IFPTE Local 20, of its intention to create new positions within ACLU-NorCal thirty (30) calendar days in advance of posting the positions so that IFPTE Local 20 may have the opportunity to bargain to determine their inclusion in the bargaining unit.

- C. Within ten (10) working days after receipt of the notification, IFPTE Local 20 may request to negotiate over the new positions, including but not limited to their inclusion in the bargaining unit and salary ranges for new positions.
- D. Upon receipt of IFPTE Local 20's request, ACLU-NorCal shall meet and bargain with IFPTE Local 20 to determine the salary ranges scales/wage rates for new positions, consistent with Article 10 - Wages.
- E. If the Parties reach impasse on whether the new positions should be included in the bargaining unit, and/or hiring salaries or wages, the matter will be submitted to arbitration. While the Parties are attempting to resolve the dispute, ACLU-NorCal shall be permitted to hire for the positions subject to unit placement in the interim.
- F. If IFPTE Local 20 does not request a meet and confer over the inclusion of the newly created positions within the ten (10) working day period, the Parties agree that IFPTE Local 20 has waived its right to include the new positions in the unit.
- G. The ACLU-NorCal shall notify IFPTE Local 20 of any new hires within thirty (30) calendar days of hiring.
- H. Within thirty (30) calendar days of contract ratification by both Parties, IFPTE Local 20 shall submit a list of IFPTE Local 20 stewards and IFPTE Local 20 staff to the ACLU-NorCal's Human Resources Director and the General Counsel. One IFPTE Local 20 staff member and the ACLU-NorCal Human Resources Director (or their designee) shall be named on this list as the designees for all correspondence related to the administration of this Agreement. In addition, a copy will be provided to one additional IFPTE Local 20 designated email account. The IFPTE Local 20 is responsible for notifying ACLU-NorCal of any changes to the official list of IFPTE Local 20 stewards and IFPTE Local 20 staff.

Section 2.2 IFPTE Local 20 Check-off

- A. IFPTE Local 20 Membership and Service Fee
Within the first thirty (30) days of employment, all employees subject to this Agreement shall be required to either: (1) join and remain a member of the IFPTE Local 20 or (2) pay a service fee in lieu of membership dues.
- B. Check off of Dues
Upon receipt of written authorization from an employee, ACLU-NorCal will deduct from employees' wages and turn over to the proper officers of the IFPTE Local 20 the membership dues and/or agency fees of each employee who individually and voluntarily certifies in writing that they authorize such deductions.
- C. Legislative Education and Action Program ("LEAP") Deductions
Employees may make LEAP contributions through payroll deductions. ACLU-NorCal agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to ACLU-NorCal a valid LEAP deduction authorization form. LEAP deductions may be cancelled by the employee with thirty (30) days' notice to IFPTE Local 20 and ACLU-NorCal.
- D. Monthly Dues Report
On a monthly basis, ACLU-NorCal will provide IFPTE Local 20 with a dues report listing each

employee in the bargaining unit, including any employees hired or terminated in the past month. The dues report shall include the employee's name, date of hire or termination, classification, department, employee ID number, full-time employment ("FTE"), pay rate per hour, the amount of dues deducted, home address, personal telephone number, and personal email address. The dues report shall be sent by email to a person designated by IFPTE Local 20 to receive it.

E. Quarterly Member Report

On a quarterly basis, ACLU-NorCal will provide IFPTE Local 20 with a member report listing each employee currently in the bargaining unit. The member report shall include the employee's name, date of hire, classification, department, employee ID number, FTE, pay rate per hour, step, seniority status, IFPTE Local 20 status, home address, personal telephone number, and personal email address. The quarterly member report shall be sent by email to a person designated by IFPTE Local 20 to receive it.

F. IFPTE Local 20 agrees that the names and addresses provided to IFPTE Local 20 by ACLU-NorCal shall be kept confidential.

G. Indemnification

IFPTE Local 20 agrees to indemnify and hold ACLU-NorCal harmless from any claims made by employees or other third (3rd) parties as the result of ACLU-NorCal's compliance with the dues check-off policy.

Section 2.3 IFPTE Local 20 Meetings

A. Based on availability, ACLU-NorCal will give IFPTE Local 20 access to private space/conference rooms on an "as needed" basis. IFPTE Local 20 will adhere to ACLU-NorCal's conference room reservation process in places where the conference room is located. Conference rooms or any other ACLU-NorCal space may not be used for any nonrepresentational activities (e.g., internal IFPTE Local 20 business activities). IFPTE Local 20 may use the ACLU-NorCal technology resources as long as the use of the technology resources do not disrupt ACLU-NorCal operations. ACLU-NorCal's Human Resources Director will be notified when IFPTE Local 20 will need to use a conference room for upcoming meetings by email at least one (1) week in advance of the meeting, or as soon as possible in emergency situations.

IFPTE Local 20 meetings may not be conducted during ACLU-NorCal work time, but employees may attend IFPTE Local 20 meetings during their breaks. This prohibition does not apply to IFPTE Local 20 Time and IFPTE Local 20/Management meetings provided for elsewhere in this Article.

Section 2.4 IFPTE Local 20 Time

The Parties recognize that the use of official time by IFPTE Local 20 stewards involves a balancing of IFPTE Local 20's right to sufficient time to allow it to provide quality representation to its unit members and ACLU-NorCal's right to assign work to accomplish its mission efficiently and effectively. IFPTE Local 20 will make every reasonable effort to accomplish representational activities in the most cost effective and practical ways, including use of teleconferencing, etc. Both Parties will strive to meet mutual needs in scheduling and conducting these activities. Internal IFPTE Local 20 business may not be conducted on work time except as follows:

IFPTE Local 20 Stewards:

- A. IFPTE Local 20 will appoint six (6) stewards in the bargaining unit. If there are eighty (80) or more IFPTE Local 20-represented employees at any point during the term of the Agreement, IFPTE Local 20 may appoint one additional steward for every twenty (20) additional employees in the bargaining unit. IFPTE Local 20 will inform ACLU-NorCal of these appointments pursuant to Section 2.1, paragraph H above.

IFPTE Local 20 stewards will be permitted to spend up to ten (10) hours per month to perform IFPTE Local 20's representational duties, including grievance handling, unfair labor practices, and collective bargaining preparation and negotiations, so long as this does not unduly interfere with or hinder the progress of the ACLU-NorCal's work.

- B. The Parties recognize that IFPTE Local 20 stewards on approved official time may, from time to time, find that their estimate of the time needed is insufficient. If a IFPTE Local 20 steward anticipates they will require additional release time beyond what has been approved, they will contact their supervisor, notify them of the circumstances, and request an extension of release time. Such extensions will be granted unless they would substantially interfere with the IFPTE Local 20 steward's work duties or the operations of the department.

IFPTE Local 20 Bargaining Team:

- C. Employee members of the negotiations team representing IFPTE Local 20 shall be granted paid release time up to a maximum of eight (8) hours per day for all meet and confer sessions during ACLU-NorCal's regularly scheduled work time. IFPTE Local 20 shall have a maximum of five (5) members on the negotiations team (in addition to IFPTE Local 20 staff).

Members of IFPTE Local 20:

- D. Members of IFPTE Local 20 may receive administrative leave to participate in IFPTE Local 20 activities such as conferences or IFPTE Local 20 Board meetings. Requests of one (1) day leave or less shall require seven (7) calendar days' notice; requests of two (2) to twenty-nine (29) days shall require fifteen (15) calendar days' notice; and requests of thirty (30) days up to one hundred eighty (180) days shall require thirty (30) calendar days' notice. Requests shall be made by the employee and IFPTE Local 20 to the direct supervisor and the Director of Human Resources. ACLU-NorCal shall review such requests based upon the operational necessity of the organization. The employee shall continue to receive the same rate of pay and benefits through ACLU-NorCal and IFPTE Local 20 shall reimburse ACLU-NorCal at a rate equal to one hundred, thirty-six percent (136%) of the hourly wage of the employee(s).
- E. Members must request administrative leave time (i.e., Section 2.4, paragraph D) before it is taken. Supervisors may deny leave based upon operational necessity. Such requests may not be unreasonably denied. It is understood that internal IFPTE Local 20 business (e.g., internal IFPTE Local 20 elections, financial record keeping, etc.) will be conducted during non-work time. In the event a supervisor determines that use of IFPTE Local 20 time will unduly interfere with or hinder the progress of work, the supervisor will inform the employee, in writing, of the earliest possible time and date when IFPTE Local 20 time may be taken.

Section 2.5 Financial Statements Provided to IFPTE Local 20

ACLU-NorCal will provide financial information to IFPTE Local 20 as follows:

1. The budget for the fiscal year after it is approved by the ACLU-NorCal Board of Directors.
2. The annual audited financial statements that include the balance sheet, cash flow statement, and income statement from the previous fiscal year.
3. The development revenue projections and revenue goals memo as generated by the ACLU-NorCal Development Department.

ACLU-NorCal is not obligated to create any documents specifically to comply with this provision (Section 2.5).

Section 2.6 Labor Management Committee

- A. 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, (“LMC”) which shall consist of up to four (4) representatives to be chosen by IFPTE Local 20 and four (4) representatives designated by ACLU-NorCal.
- B. Meetings will be scheduled as needed with a minimum of four (4) meetings per calendar year. The meetings shall be co-chaired by one (1) member of ACLU-NorCal management and one (1) member of IFPTE Local 20. Agendas shall be circulated no less than three (3) days in advance of any meeting and minutes shall be taken and circulated no later than five (5) days after any meeting.
- C. Release time shall be provided to members of the LMC for the purpose of participating on the Committee. 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. Such meetings shall not be for the purpose of conducting negotiations, meet and conferring or discussing pending grievances. ACLU-NorCal will inform committee members about deadlines for action on matters before the LMC so that it can make timely recommendations. Prior to the LMC meeting, each party shall provide relevant information regarding suggested agenda items.
- D. The LMC 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, and the Executive Director shall respond to the LMC in writing with their decision and an explanation within fifteen (15) days. LMC recommendations, if any, shall be advisory in nature.
- E. As needed, ACLU-NorCal shall continue monthly staff meetings that shall include, but not be limited to, department reports. IFPTE Local 20 stewards may make announcements pertaining to IFPTE Local 20 members at the monthly staff meetings.
- F. Neither IFPTE Local 20 nor ACLU-NorCal waives its right to bargain over mandatory subjects of bargaining.

Section 2.7 IFPTE Local 20 Acknowledgment

ACLU-NorCal shall recognize the bargaining unit's affiliation with IFPTE Local 20 by:

1. displaying a IFPTE Local 20 bug on ACLU-NorCal's website,
2. posting a statement acknowledging IFPTE Local 20 in a public area in the workplace, and
3. displaying a IFPTE Local 20 bug on ACLU-NorCal materials whenever practicable.

Section 2.8 IFPTE Local 20 Communications

- A. Announcements of IFPTE Local 20 business may be circulated to members of the bargaining unit via ACLU-NorCal email accounts. IFPTE Local 20's use of email is subject to the same standards and policies that apply to all users of ACLU-NorCal email accounts. The use of email for IFPTE Local 20 business will follow any other ACLU-NorCal policies such as non-harassment and non-partisanship.
- B. IFPTE Local 20 will have the right to place a bulletin board in the ACLU-NorCal offices, for the exclusive use of IFPTE Local 20, at designated locations agreeable to the Parties. IFPTE Local 20's use of the bulletin board will be limited to the posting of communications related to IFPTE Local 20 business. ACLU-NorCal agrees to refrain from posting on or interfering in any way with IFPTE Local 20's bulletin board. IFPTE Local 20 may not use the bulletin boards for any activity that involves endorsements for or against candidates for public office.

Section 2.9 ACLU-NorCal Boards of Directors Meetings

- A. IFPTE Local 20 members shall have the right to attend open sessions of ACLU-NorCal Boards' meetings subject to policies of the Boards related to non-directors' participation at meetings. ACLU-NorCal will provide advance notice of such meetings, including the timing and agenda of all open sessions.

Section 2.10 Contractors and Vendors

ACLU-NorCal has a strong commitment to organized labor and collective bargaining. Therefore, ACLU-NorCal will give preference to unionized contractors and vendors to provide products and services where a) feasible, b) those products and services best meet organizational needs and c) are also reasonably priced, even if not the lowest price.

ARTICLE 3. EMPLOYER RIGHTS

Section 3.1 Employer Rights

- A. ACLU-NorCal is committed to achieving its civil rights and civil liberties mission, while ensuring the long-term viability and sustainability of the organization. As a highly specialized impact litigation and strategic advocacy organization, the employer retains the authority, discretion, and flexibility to operate the organization, by making day to day decisions, including determining the mission priorities, goals, strategies, tactics, methods, programs, processes, means and personnel to achieve the ACLU-NorCal's mission and goals on behalf of its donors and constituents. ACLU-NorCal believes it is necessary to retain Employer Rights as described in this Article. IFPTE Local 20 agrees to recognize such Employer Rights in exchange for ACLU-NorCal's agreement to rights and protections guaranteed to employees by this Agreement.

- B. Except as set forth in other provisions of this Agreement or where such decisions are subject to bargaining requirements, the ACLU-NorCal shall have all rights reserved to management that include: determine its budget; initiate or discontinue, in whole or in part, all services, programs, projects, and campaigns; public messaging, security, privacy, data security, use of lists; establish program goals and strategic planning goals; supervise employees, including training and cross-training; establish performance standards and conduct employee performance evaluations as outlined in Article 13 - Training and Professional Development and consistent with other provisions; determine hiring salaries or hiring wage rates for incoming employees in existing classifications, consistent with Article 10 - Wages and other provisions, and applicable equal pay laws and other relevant laws and regulations; hire, appoint, promote, assign work, direct, personnel (consistent with Article 5 - Position Creation, Hiring and Vacancies, Article 13 - Training and Professional Development, and other provisions); discipline employees for just cause (consistent with Article 19 - Contract Administration and other provisions of this Agreement); subcontract out new or existing work to obtain special expertise where such expertise is not a normal expectation of bargaining unit positions or for temporary project-based efficiencies; relocate or close facilities, departments, or divisions for whatever reasons, reorganize operations which may include increasing or decreasing the size of the workforce for lack of work or budgetary reasons (consistent with Article 19 - Contract Administration); ensure orderly and effective operations; enforce Employer rules, policies and regulations consistent with Article 19 - Contract Administration and other provisions; schedule operations, including the right to temporarily modify or change work schedules, and close any of its facilities for any reason provided that any notice required by law and this Agreement is given to employees; take actions deemed necessary by the Employer to carry out its responsibilities in situations of bona fide emergency.
- C. It is agreed that the enumeration above of Employer Rights, which are exercisable in the ACLU-NorCal's sole discretion, shall not be deemed to exclude other rights not herein specifically enumerated, which the ACLU-NorCal shall have the right to exercise in its sole discretion, provided only that the exercise of such rights shall not be in conflict with any provision of this Agreement.
- D. The exercise or non-exercise of rights hereby retained by the ACLU-NorCal shall not be deemed a waiver of any such right or prevent the ACLU-NorCal from exercising such rights in any way in the future.
- E. All matters not within the scope of representation, and which are not terms and conditions of employment as defined by the NLRB, are reserved to ACLU-NorCal, except where the parties have negotiated over such matters and reached agreement on them.
- F. This Article is not intended to and shall not limit the Employer's obligation to bargain with IFPTE Local 20 over mandatory subjects of bargaining, effects, and other subjects of bargaining described in this Agreement, nor does it waive IFPTE Local 20's right to argue that past practice applies. Nothing in this Article shall constitute a waiver by IFPTE Local 20 of any rights it otherwise has under applicable law. Any management rights or decisions that have effects on the bargaining unit in terms of working conditions or other terms of employment shall be subject to effects bargaining upon request.

Section 3.2 Bargaining and Notification Requirements

- A. Changes to the Employee Handbook, policies regarding work rules, wages, hours of work, and working conditions shall not be unilaterally implemented by ACLU-NorCal. ACLU-NorCal shall provide advance written notice of no less than forty-five (45) calendar days prior to the desired implementation date of any change and an opportunity to bargain over proposed changes consistent with its obligations under the National Labor Relations Act. The Parties may mutually agree to a waiver of the notification timeline. If IFPTE Local 20 does not agree to the proposed change, ACLU-NorCal will not implement the change until the parties have bargained in good faith concerning the proposed change.
- B. All Employer notices required by this Agreement, including but not limited to notices specified in this Article, shall be sent to the designated IFPTE Local 20 representative(s) by email with a header that begins with the general subject "Official Notice to IFPTE Local 20 Re:" followed by the specific subject. This notice shall contain, at minimum, a summary of ACLU-NorCal's proposed action, a copy of documents relevant to the notice (e.g., a new or amended policy), a list of employees and classifications affected by the action, and ACLU-NorCal's desired implementation date.

ARTICLE 4. PAST PRACTICE NOT COVERED BY AGREEMENT

- A. Practices and policies relating to wages, hours, and terms and conditions of employment in effect, but not contemplated during negotiations over this Agreement, shall remain in effect insofar as they are not in conflict with the provisions of this Agreement.
- B. Except in cases of health and safety emergencies, or as otherwise provided in this Agreement, when ACLU-NorCal proposes to change or eliminate practices and/or policies referenced in Paragraph A, above, ACLU-NorCal shall provide advance written notice of no less than forty-five (45) calendar days prior to the desired implementation date of any change or elimination and an opportunity to bargain over proposed changes or eliminations consistent with its obligations under the National Labor Relations Act. The Parties may mutually agree to a waiver of the notification timeline. If IFPTE Local 20 does not agree to the proposed change, ACLU-NorCal will not implement the change until the Parties have bargained in good faith concerning the proposed change. If IFPTE Local 20 does not respond within thirty (30) calendar days from the date of the email IFPTE Local 20's lack of response shall be regarded as a waiver of its right to meet and confer on the proposed change.
- C. If IFPTE Local 20 timely requests the opportunity to meet and confer as provided herein, ACLU-NorCal agrees to meet and confer with IFPTE Local 20 over such proposed change or elimination within ten (10) calendar days of receipt of such timely request, unless a longer period is mutually agreed upon for the Parties to freely provide each other with information.
- D. In cases of health and safety emergencies, when ACLU-NorCal determines that a proposed change or elimination of a practice as described in Paragraph B above, must be adopted immediately without prior notice or meeting with IFPTE Local 20, ACLU-NorCal shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.

ARTICLE 5. POSITION CREATION, HIRING, AND VACANCIES

Section 5.1 Hiring and Position Creation

ACLU-NorCal recognizes the importance of input into the creation of new positions and hiring decisions by staff members whose work will be impacted by a new colleague. Accordingly, the Hiring Manager, in consultation with Human Resources personnel, will form a hiring committee that will include at least one (1) represented staff member selected by IFPTE Local 20 from the affected department or team to participate on the hiring committee. The hiring committee will provide input in the following areas:

1. Defining job duties and qualifications.
2. Identifying where the job announcement should be circulated to attract diverse applicants from historically marginalized communities.
3. Developing interview questions and priorities for assessment.
4. Evaluating candidates' qualifications by interviewing candidates and reviewing any materials formally submitted in support of their application, including take home assignments.
5. Recommending a candidate for hire or recommending to re-review or expand the applicant pool.

After the hiring committee has identified where the job announcement should be circulated, but prior to the start of the interview process, Human Resources will provide the hiring committee with a list of websites, organizations, and networks where the job listing has been posted along with the posting date.

Before new positions are posted, Human Resources and the position supervisor will make their best effort to share job descriptions with the affected team and consider feedback from team members, in addition to following the IFPTE Local 20 notification process in Article 2 - IFPTE Local 20.

A. Posting Vacant/New Positions

1. All postings for positions within the bargaining unit will indicate that the position will be represented by IFPTE Local 20.
2. Postings shall include whether the position is eligible for remote work.
3. ACLU-NorCal shall make every effort to ensure a diverse and representative candidate pool.

The Hiring Manager will make a hiring decision upon receiving and considering the recommendations from each hiring committee member. The Hiring Manager will submit their formal request to hire (including the recommendations from the hiring committee members) to the Executive Director who has the discretion to make the final decision to hire or not hire the candidate. If the Hiring Manager's recommendation is different from the hiring committee members' recommendations, the Hiring Manager will address this in writing to the Executive Director. The hiring committee members shall receive a copy of the request to hire/recommend at the time it is made.

Section 5.2 Internal Hiring

A. New positions

All new bargaining unit positions (i.e., an addition to the number of bargaining unit positions at the time of ratification of the Agreement), including those that provide opportunities for promotions or lateral moves, will first be posted internally for a period of no less than five (5)

business days, after which the position will be posted externally, and other recruitment methods may be used to identify additional candidates.

B. Internal Candidates

1. If a position is a promotional opportunity or lateral move, internal candidates shall be given the opportunity to express their interest and demonstrate their qualifications by submitting an application within the posting period. The internal applicant must meet the requirements for the position and successfully complete the interview process to be hired for the position.
2. Qualified internal candidates do not need to undergo screening interviews with Human Resources and shall proceed directly to the first-round interview.
3. If an internal candidate is deemed not to be qualified for an interview, or interviews but is not offered the position, the candidate may ask Human Resources to provide them with feedback explaining the hiring decision and detailing any steps the candidate can take to become qualified or successful in the future.

C. Promotion Out Of Unit

In the event an employee covered by this Agreement is promoted to a position outside of the bargaining unit, the employee shall no longer be covered by this Agreement, but shall retain the right, exercisable within thirty (30) days of assuming the unrepresented position, to return to the position in the bargaining unit previously held without loss of seniority. During the thirty (30) day period, ACLU-NorCal shall continue payment of all insurance and benefits on behalf of the employee pursuant to this Agreement.

Section 5.3 IFPTE Local 20 Orientation for New Employees Represented by IFPTE Local 20

- A. When a new employee is hired, IFPTE Local 20 shall be notified. The employee will have up to one (1) hour to meet with a IFPTE Local 20 representative. The IFPTE Local 20 representative will be given release time by their supervisor to meet with the new employee during the workday, provided the absence of the IFPTE Local 20 representative will not interfere with the operational needs of ACLU-NorCal.

Section 5.4 Provisional Period

- A. All employees are classified as provisional employees for the first one hundred and eighty (180) days of employment. Upon notice to IFPTE Local 20 and the affected employee, this one hundred and eighty (180) day provisional period may be extended for one additional period not to exceed ninety (90) days if there are serious concerns about the employee's job performance. Provisional staff are classified as "at-will" employees, which means that either the employee or ACLU-NorCal may end the employment relationship at any time with or without cause or advance notice. An employee will not have the right to grieve their release from provisional employment.
- B. If an employee in the bargaining unit is terminated, during the provisional period, management shall notify IFPTE Local 20 within three (3) business days or as soon as practicable.
- C. Provisional employees will receive both a midpoint performance evaluation and final performance evaluation prior to the end of their provisional period.

- D. If the provisional period needs to be extended, the supervisor shall include a detailed list of steps the employee must take to address the concerns. The supervisor will also provide an evaluation at the midpoint of the extension and a final evaluation.
- E. The following employees are not required to serve a provisional period:
1. employees who have completed the initial or extended provisional period;
 2. employees who were laid off and subsequently recalled. See Article 19 – Contract Administration;
 3. temporary employees who have spent at least twelve (12) months in a classification and then are hired into the same classification as a regular employee;
 4. Fellows who have spent at least twelve (12) months working as a fellow who are then hired into the same department.
- F. Employees serving a provisional period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process. See Article 19 – Contract Administration, Section 19.4.
- G. Successful Completion of Provisional Period
All employees who have successfully completed their provisional period shall be considered regular employees.

Section 5.5 Seniority

In this Agreement, seniority may be defined as length of service at ACLU-NorCal or length of service in a job classification, as specified in the terms of the following articles: Article 5 – Position Creation, Hiring and Vacancies, Article 6 - Temporary Workers, Article 19 - Contract Administration, Article 15 - Vacation, Holidays and Leaves, Article 8 – Attorney Promotions and Article 9 – Non-Attorney Staff Promotion as applicable.

- A. Breaks in Service: Regular employees who are laid off and subsequently reinstated within twelve (12) months of the layoff shall not lose seniority accrued prior to the layoff. For seniority that is defined as length of service at ACLU-NorCal, the employee shall retain seniority regardless of job classification of the position for which they are rehired. For seniority that is defined as length of service in a job classification the employee will retain seniority as long as they are recalled to a position in the same classification (or in the case of Staff Attorney, the same program team) that they were in prior to the layoff.
- B. Leaves: An employee on a voluntary leave of absence shall not lose any seniority accrued prior to the start of the leave of absence but shall not continue to accrue any seniority (either based on length of service at ACLU-NorCal or length of service in a job classification) while on the voluntary leave of absence.

Section 5.6 Exit Interview/Survey

Exit interviews provide valuable feedback and suggestions for organizational improvement.

- A. Upon layoff, voluntary resignation, or separation for reasons other than termination, an employee must be offered an exit interview with Human Resources to share feedback about their experience working at ACLU-NorCal and their reason for leaving.

- B. An employee shall not be compelled to participate in an exit interview with any specific person or compelled to participate in the exit interview or survey process at all.
- C. A copy of the exit interview will be shared with the exiting employee.
- D. Except where disclosure or an investigation is required by law, the departing employee shall be provided with the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential.

ARTICLE 6. TEMPORARY EMPLOYEES

Section 6.1 Definition of Temporary Employee

For the purposes of this Agreement, a Temporary Employee is defined as an individual hired to work ten (10) hours or more per week, for no more than one (1) year in a bargaining unit position.

ACLU-NorCal Temporary Employee is defined as:

- A. An employee hired either on a full-time or part-time basis, to fill, on a temporary basis, the position of a recently departed regular unit employee; to fill a new regular unit position on a temporary basis until a regular unit employee is hired; to provide temporary coverage for regular unit employees who are on leave; or to provide temporary assistance based on certain short-term needs (such as a specific case, or administrative project). IFPTE Local 20 shall have the right to enforce provisions of this Agreement applicable to Temporary Employees.
- B. Fellows are not considered temporary employees and are covered in Article 7 - Fellows of this Agreement.

Section 6.2 Communication About Temporary Employment

- A. Job postings for all temporary positions will state the expected duration of the term of employment.
- B. ACLU-NorCal commits to transparent and prompt communication with IFPTE Local 20 and temporary employees as to when the term of temporary employment will end and the possibility of extending temporary employment.
- C. If the expected term of employment is shortened or extended, management will provide IFPTE Local 20 with written confirmation of the updated term of employment as soon as practicable, but no later than the date the temporary employee is notified.

Section 6.3 Term of ACLU-NorCal Temporary Employees

- A. ACLU-NorCal shall not rotate ACLU-NorCal temporary employees in and out of a single unit position in order to continuously fill that position. ACLU-NorCal may hire temporary employees for up to one (1) year to provide temporary coverage for regular unit employees who are on leave; or to provide temporary assistance based on certain short-term needs (such as a specific case, or administrative project) that would be impractical to cover with existing unit staff. The same ACLU-NorCal temporary employee may also be assigned to cover for a second regular unit employee who is on a leave of absence.

Section 6.4 Transition to Regular Employment and Bridging of Service

- A. Any temporary employee who has held the temporary position for a minimum of at least three (3) months and is hired as a regular employee in the same classification (either directly or within twelve (12) months of the conclusion of their temporary position) shall have their time as a temporary employee considered as time worked under this Agreement at a 3:1 ratio.

Section 6.5 Limits on Use of Temporary Employees

- A. ACLU-NorCal agrees that it will not use temporary employees, pro bono law firms, special counsel, solo practitioners, co-counsel, volunteers, interns or paid independent contractors to replace or reduce the current levels of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular bargaining unit positions.
- B. ACLU-NorCal may retain the current types of volunteers serving the organization at the time this Agreement is ratified provided ACLU-NorCal complies with Section 6.5, paragraph A of this Article.

Section 6.6 Temporary Agency Staffing Employees

- A. ACLU-NorCal may utilize hourly workers through a temporary staffing agency in bargaining unit positions on a temporary basis for a period of up to one (1) year, or for a period that the temporary staffing agency employee is covering for a unit employee who is out on a leave of absence (if that is the reason for using the temporary staffing agency), whichever is greater.
- B. Individuals utilized through a temporary staffing agency will not be covered by the terms of this Agreement.

ARTICLE 7. FELLOWS

- A. This Article applies to Fellows with term appointments of six (6) months or more. Fellows are not considered temporary employees as set forth in Article 6 – Temporary Employees, Section 6.1, paragraph B above.
- B. ACLU-NorCal sponsored Fellows shall be covered by the terms and conditions set forth in this Agreement, including salaries and benefits. If an external organization sponsors the fellowship, ACLU-NorCal shall bargain with IFPTE Local 20 over the terms and conditions of the fellowship.
- C. ACLU-NorCal shall not use Fellows to replace or reduce the current levels of regular employees, or to postpone or avoid posting new regular positions.
- D. ACLU-NorCal may hire Fellows for terms of up to two (2) years. Job postings for all fellowship positions will state the expected duration of the term of employment.
- E. Fellows are not restricted to law school graduates or attorneys, and their role shall have an emphasis on on-the-job training as opposed to filling the same role as a regular employee. ACLU-NorCal shall have the sole right and discretion to determine whether the Fellows may include

non-law school graduates or attorneys. If ACLU-NorCal determines that it will hire non-legal fellows, the Parties will bargain over the wage placement of non-legal fellows upon hire.

- F. During the fellowship, ACLU-NorCal shall provide Fellows with specific training, guidance, or professional development opportunities for the benefit of the Fellow as part of the Fellow's regular work schedule.
- G. At the end of the term of their fellowship, Fellows must be offered an exit interview with Human Resources to share feedback about their fellowship experience at ACLU-NorCal.

ARTICLE 8. ATTORNEY PROMOTIONS

Section 8.1 Definition Of Attorney

An attorney is an individual who is licensed by a State Bar Association.

Section 8.2 Hiring California Barred Attorneys

An attorney hired by ACLU-NorCal must be a member of the California Bar or become a member of the California Bar within twelve (12) months from their date of hire. ACLU-NorCal may extend the twelve (12) month period for an additional twelve (12) months upon notice to IFPTE Local 20 to allow the employee to retake the bar exam. Requests for such extensions shall not be unreasonably denied.

Section 8.3 Hiring of Non-CA Barred Attorneys

ACLU-NorCal may hire attorneys who are not barred in California as temporary workers pursuant to Article 6 - Temporary Employees.

Section 8.4 Attorney Classifications

The attorney classifications are Staff Attorney, Senior Attorney and Senior Counsel as follows:

- a) Staff Attorney: Attorneys with less than eight (8) years from date of graduation from law school.
- b) Senior Attorney: Attorneys with eight (8) through nineteen (19) years from date of graduation from law school.
- c) Senior Counsel: Attorneys with twenty (20) or more years from date of graduation from law school and who have spent no less than two (2) years employed by ACLU-NorCal working as an attorney.

Section 8.5 Promotions

A promotion is when an attorney advances from Staff Attorney to Senior Attorney or Senior Attorney to Senior Counsel. The process for promotions is set forth in Section 8.6 below.

The Parties recognize a juris doctor degree is not required to be admitted to the California State Bar. In such situations, the earliest date of admission to a Bar Association shall be used in lieu of the date of graduation from law school.

An attorney shall not be promoted more than once a year.

Section 8.6 Process

Once a year, no later than June 15th, the Legal Policy Department Management Team (“LPDMT”), in consultation with Human Resources, shall meet to review all attorneys eligible for promotions. Reviews for promotion from Staff Attorney to Senior Attorney only shall include an assessment of the attorney’s performance of department job competencies. An employee must meet at least eighty percent (80%) of the competencies in order to qualify for a promotion from Staff Attorney to Senior Attorney. Promotion from Senior Attorney to Senior Counsel is based on the time-based parameters set forth above.

The LPDMT shall advise the attorney of the promotion prior to announcing the promotion to the organization. An attorney may decline or delay a promotion or title change for any reason whatsoever.

EXCEPTIONS:

- a) If an employee is denied a promotion from Staff Attorney to Senior Attorney because the employee has not demonstrated they can meet the competencies of the Senior Attorney level, the employee will be given specific feedback and resources to be able to meet the competencies, and a re-review will occur six (6) months from the original evaluation.
- b) Attorneys on Performance Improvement Plans (“PIP”) will not be eligible for promotions. Resources for professional development will be suggested and provided. At the end of the term of the PIP, ACLU-NorCal’s management will reevaluate the employee’s performance to determine if their performance meets the conditions of the PIP, and if so, the employee will be eligible for a promotion six (6) months after resolution of the PIP or at the yearly LPDMT review, whichever is earlier.

ARTICLE 9. NON-ATTORNEY STAFF PROMOTIONS

Promotions

- A. There are two (2) avenues for promotions: (1) demonstrating competencies, or (2) a combination of time worked in a job classification and competencies.
- B. Unless stated otherwise below, promotions shall generally be accompanied by a raise in pay as defined in Article 10 - Wages.

Section 9.1 Competency Promotions

- A. A competency promotion is any advancement into a higher classification when the new position has a higher maximum pay rate, or the new position requires a higher level of skills and/or responsibilities. Internal promotions are intended to recognize growth and development in the professional skills, knowledge, and responsibilities of employees. As the incumbent is promoted to a higher level, the incumbent is expected to assume higher level duties and to be able to perform a wider range of duties. Such a promotion does not mean that the incumbent is not required to continue to perform their lower-level work. These promotion opportunities shall be consistent with the organization’s equal employment objectives, as well as the employee’s qualifications and job performance.

- B. To support the career progress of current employees, promotions within a job series will not require posting, either internally or externally. Also, ACLU-NorCal may limit competitive recruitment for higher positions to internal candidates, so long as the internal recruitment is consistent with equal employment objectives. The Human Resources Director has the authority to approve limiting competitive recruitment to internal candidates in accordance with the organization's non-discrimination policies.

In determining whether a competency promotion is warranted, the supervisor/manager will assess the incumbent against the set of job competencies for the higher level and will also take into consideration the incumbent's ACLU-NorCal seniority and prior work experience. An employee must meet at least eighty percent (80%) of the competencies in order to qualify for a promotion.

- C. Each department shall have up to twelve (12) department specific job competencies that consist of traits and skills that are measurable and applicable to job performance expectations and promotions for each level.
- D. Job competencies shall initially be established by the Department Director for each department in consultation with Human Resources. ACLU-NorCal shall give IFPTE Local 20 the opportunity to review job competencies no less than thirty (30) business days before they are implemented. Within the thirty (30) day period, IFPTE Local 20 may convene an ad hoc labor management committee meeting for the purpose of reviewing and commenting upon the proposed job competencies.
- E. If convened, the ad hoc labor management committee shall consist of a representative from Human Resources, the Department Director or Deputy Director, and one (1) supervisor from the affected department and three (3) bargaining unit members, two (2) who are employees in the affected department, and one (1) IFPTE Local 20 representative chosen by IFPTE Local 20. The ad hoc labor management committee herein does not affect the LMC in Article 2 – IFPTE Local 20, although members of the LMC from the affected department may serve on the ad hoc labor management committee.

Section 9.2 Time and Competency-Based Promotions

Time and competency-based promotions are intended to recognize an employee's contribution to the organization and to provide a career path.

Movement

- Movement from the Assistant level to the Associate level is automatic after the employee has attained three (3) years of progressively responsible experience. "Progressively responsible" means the employee takes on incrementally higher duties and/or varied work that allows them to progress to the next classification.
- Movement from the Associate level to the Specialist level will occur after the employee has attained five (5) years of progressively responsible experience and the employee demonstrates they can meet the competencies of the Specialist level. An employee must meet at least eighty percent (80%) of the competencies in order to qualify for a promotion.
- Movement from the Specialist level to the Principal level is automatic after the employee has attained twelve (12) years of progressively responsible experience, including at least two (2) years of service at ACLU-NorCal.
- Human Resources shall determine whether experience is progressively responsible in consultation with the relevant Department Director.

Section 9.3 Process

- A. Upon hire or upon the employee's request, Human Resources will provide an estimate of the amount of the employee's progressively responsible experience, including partial experience.
- B. As part of the annual review in accordance with Article 13 – Training and Professional Development, Section 13.2 (Performance Evaluations) supervisors will review each employee's promotional pathway.
- C. If during the annual performance review an employee is determined to be eligible for a competency promotion, the promotion, title change, and increase in pay associated with the promotion will be effective no later than twenty-one (21) days after the employee's annual performance review. Employees will otherwise receive non-competency promotions on April 1 of each year.
- D. Once a promotion is processed, the employee will be provided a new job description, a copy of an assessment, if appropriate, and a signed Personnel Action Form.
- E. If an employee is denied a promotion from Associate to Specialist because the employee has not demonstrated they can meet the competencies of the Specialist level, the employee will be given specific feedback and resources to be able to meet the competencies, and a re-review will occur six (6) months from the original evaluation.
- F. Staff on a PIP will not be eligible for the above promotions. However, anyone on a PIP will be given continuous feedback in ongoing meetings with their supervisor, including whether current performance is placing them on track for a promotion. Resources for professional development will be suggested and provided. At the end of the term of the PIP, management will reevaluate the employee's performance to determine if their performance meets the conditions of the PIP, and if so, the employee will be eligible for a promotion six (6) months after resolution of the PIP.
- G. Promotions are generally prospective. Retroactive promotions will only be approved by Human Resources in limited instances and will be done on a case-by-case basis.

Section 9.4 Reclassifications

- A. If an employee believes there have been substantial changes or increased responsibilities in their work duties that warrant a review of their job classification and/or their job description, the employee or the employee's supervisor may request Human Resources to conduct such a review. If the review confirms that the job description should be updated to reflect the changes and/or increased responsibilities, Human Resources shall do so. The salary shall be increased, and the employee shall be paid at the new rate, including backpay to the date the employee's work duties were substantially changed or their responsibilities increased, as determined by Human Resources.

Training and development activities alone do not warrant a reclassification.

Reclassification requests may be made once per fiscal year per position unless IFPTE Local 20 and ACLU-NorCal mutually agree otherwise. If approved, the new classification and pay shall be granted retroactively to the date the employee's job duties substantially changed or their responsibilities increased.

Section 9.5 Working Titles

An employee may use a public-facing working title that is different from their internal ACLU-NorCal job classification, with the permission of their supervisor and Human Resources. The employee shall collaborate with their direct supervisor to identify a title that reasonably describes the employee's duties, area of practice, or specialty. The working title need not be accompanied by a pay raise and cannot be identical to an existing title.

ARTICLE 10. WAGES

Section 10.1 Salary Scale, Annual Increases, and Promotional Bonuses

- A. Pay Increases at Ratification and Retroactive Pay: Within two (2) pay periods of the date of ratification of the Agreement, all employees in the bargaining unit will receive retroactive pay at the new wage rate for all hours worked since April 1, 2023. The new wage rate will apply for any remainder of the Fiscal Year 23-24, and it will serve as the employee's new base pay. The new wage rates will be determined as follows:

All non-attorney employees shall receive either the minimum of their new salary scale or have their individual pay rate increased by five percent (5%), whichever is greater.

Attorneys in the bargaining unit will be placed at their step placement in the new attorney salary scale.

- B. Salary Scale: Bargaining unit employees shall be paid based on the attached salary scale (Appendix B). Annual salaries are shown for hourly and salaried positions. Hourly rates shall be determined by dividing the annual salary by two thousand and eighty (2,080) work hours per year (based on a full-time work schedule of 40 hours per week).
- C. Step Increases: All bargaining unit employees shall advance one (1) step on their respective salary scale on April 1 each year, except if the next step is a competency promotion, in which case the applicable Promotions Article governs (Article 8 – Attorney Promotions, Article 9 - Non-Attorney Staff Promotions).

Once employees reach the maximum pay for their respective position (i.e., the last step on the scale) they shall not receive further step increases in their pay. Employees whose pay is higher than their step placement will not receive step increases until their pay is on pace with the scale.

The method to determine the value of step increases is shown on Appendix B. For non-attorney positions on Scales 1- 4, each scale has a range at the time of ratification of the Agreement. Each year, the range is divided by forty (40) to create forty (40) "units", and as shown on the scale in Appendix B, a certain number of units is applied at each step. At promotional years, depending on the type of promotion, a portion of the step is automatic, and a portion is conditional to competency or tenure, as applicable. For attorney positions, the scale has dollar values of the step increase for each year.

- D. Cost of Living Adjustments: Each year on April 1, ACLU-NorCal will make a Cost-of-Living Adjustment ("COLA") to the salary scales and adjust the pay of all bargaining unit employees (attorneys and non-attorneys) accordingly. The amount of the pay adjustment shall be based on

the San Francisco Consumer Price Index from the previous October as determined by the Bureau of Labor Statistics. The COLA will apply to each step on the scale, not to individual salaries.

Each year on April 1, bargaining unit employees whose pay is higher than their step placement on the scale, but who are not at or exceed the top of the scale, will receive a lump-sum payment equal to the dollar value of the COLA of their step on the scale. The lump-sum payment will not be added to their base pay.

Each year on April 1, bargaining unit employees who are at or exceed the top of the scale will receive a lump-sum payment equal to the dollar value of the COLA at the highest step on the scale each year they remain at the top of the scale. The lump-sum payment will not be added to their base pay.

- E. Promotions for Employees on Pace with the Scale: When an employee is promoted whose pay is on pace with the scale, they receive the wage increase shown in their respective salary scale. The timing of these changes in pay is described in the applicable Promotions Article (Article 8 – Attorney Promotions, Article 9 - Non-Attorney Staff Promotions).

Attorneys in the bargaining unit who do not meet the requirements to obtain a competency promotion at year eight (8) will receive only the baseline step increase. They will not receive the larger promotional increase at year eight (8) as defined in Appendix B.

Employees on scales 1 - 4 (i.e. non-attorney scales) who do not meet the requirements to obtain a competency promotion will receive the basic unit step increase for that point on the scale, not the extra units that are assigned for the competency promotion as defined in Appendix B.

For all employees (attorney and non-attorney) who did not meet the competency promotion, the same difference carries forward for the pay of that employee on future steps of the scale in subsequent years. If the employee obtains the competency promotion at a later time, their pay will be adjusted from that point going forward, but it is not retroactive.

For non-attorneys, promotions to the Principal level require two (2) years of service at ACLU-NorCal, in addition to the cumulative qualified experience. Until they reach two (2) years of service, those employees receive only the standard unit increase on the scale. Once they reach two (2) years of service, they receive the additional unit increase associated with the Principal promotion.

- F. Promotional Bonuses for Employees Ahead of Scale: When a non-attorney employee is promoted and their pay already exceeds the pay, they would receive on the new step of the scale, instead of receiving an increase to their base pay, they will receive a bonus equal to the value of the units associated with the promotion at that step, according to the following schedule (see Appendix B for the value of each unit):

1. For an automatic promotion from Assistant to Associate level, an employee will receive a bonus equal to the value of two (2) units.
2. For a competency-based promotion from Associate to Specialist, an employee will receive a bonus equal to the value of four (4) units.
3. For an automatic promotion from Specialist to Principal, an employee will receive a bonus equal to the value of three and one-half (3.5) units provided the years of service requirement has been met.

Consistent with Paragraph C above, these promotional bonuses shall be paid on April 1 each year, except if the next step is a competency promotion, in which case the applicable Promotions Article governs (Article 8 – Attorney Promotions, Article 9 - Non-Attorney Staff Promotions).

Section 10.2 Step Placement

A. Attorneys, including Legal Fellows:

For attorneys, including legal fellows, all years from law school graduation (or, where the attorney does not possess a juris doctorate, the earliest date of admission to a Bar Association) are credited at one hundred percent (100%). This means, for example, a new graduate hired within the same fiscal year as their graduation date will enter on step zero (0) and at the start of the next fiscal year would move up to step one (1).

B. Newly Hired Non-Attorney Employees:

When new employees are hired at ACLU-NorCal, they shall receive credit for previous progressively responsible work experience as defined herein that will determine where they fall on the salary scale. Candidates who meet the minimum qualifications will be placed at the beginning of the respective pay scale. Additional years of progressively responsible work experience will be used to place candidates beyond the beginning of the scale. One (1) year of credit for previous progressively responsible work experience equals one (1) step on the scale.

1. Relevant volunteer work, including internships and volunteer work related to personal and lived experience, shall be credited at one hundred percent (100%), proportional to FTE. This credit will be limited to one and one-half (1.5) years.
2. An employee will receive one hundred percent (100%) credit proportional to FTE, for years of relevant experience where the person worked part-time, including work while in school. For example, if an employee worked twenty (20) hours a week for three (3) months, they would receive one and one-half (1.5) months of credit because they worked fifty percent (50%) of a full-time schedule of forty (40) hours a week.
3. Relevant experience may be substituted for educational requirements on a year-per-year basis to meet any minimum job requirements. For example, if the job requires a four (4) year degree, that requirement may be satisfied with comparable work experience, such as four (4) years of work experience or a two (2) year degree with two (2) years of work experience. A candidate who meets the educational requirement by substituting work experience will not have that same work experience also count toward step placement.
4. Directly relevant education or accreditation, beyond what is required in the employee's job description shall be credited at the same rate as paid work experience, proportional to the FTE equivalent of the program but not more than two (2) year's total. Educational credit only applies to education beyond a bachelor's degree. What qualifies as "directly relevant education" will be determined by Human Resources in consultation with the hiring manager.
5. For periods of time where the employee worked part-time or full-time in relevant paid work that is credited, any additional volunteer time, paid part-time work, education, or accreditation credit for the same time period will not bring the employee in excess of one

hundred percent (100%) credit for that time period. Any combination of qualifying credits will not exceed one hundred percent (100%) credit for that period.

6. Otherwise, all years of progressively responsible experience (“progressively responsible” means the employee takes on incrementally higher duties and/or varied work) are credited for the duration and proportion of time worked as determined by Human Resources. All placement decisions will be based on Human Resources making a determination, using their best professional judgment relating the employee’s stated experience to qualifications and duties in the job description, and applying the provisions of this Article and any processes and guidance. The specific qualifying duties will be unique to and defined for each job or job series.

ACLU-NorCal shall give IFPTE Local 20 the opportunity to review the Human Resources guidance of what time it will credit or will not credit for various roles and departments no less than thirty (30) business days before they are implemented. Within the thirty (30) day period, IFPTE Local 20 may convene an ad hoc labor management committee meeting for the purpose of reviewing and commenting upon the proposed guidance. In the event changes are made to the guidance, ACLU-NorCal will notify IFPTE Local 20 thirty (30) calendar days prior to implementation.

For illustration, examples of eligible experience that may be included in the job descriptions could include:

- a. For Communications Strategists: journalism, writing/publishing on legal or policy issues, media relations, communications advocacy, etc. For Digital Strategists: website management, and/or digital communications.
 - b. For Organizers: policy advocacy, legislative experience, leadership development, group facilitation in advocacy settings, community outreach, base building, volunteer recruitment, management, and training, and/or campaign experience.
- C. For all bargaining unit employees, including attorneys and non-attorneys, if a newly hired employee is granted experience credit that results in pay exceeding that of any incumbent employee who has equivalent experience for that position and who works in the same job classification/range as the newly hired employee, the incumbent employee shall be moved up to the step of the new hire. The step adjustment for the incumbent will be retroactive to the start date of the new employee and will be applied no later than the end of that fiscal year.
 - D. Prior to a job offer being made to a selected candidate, Human Resources will provide the candidate with the step placement criteria. The candidate will be given an opportunity to provide additional information for step placement, if any. Human Resources will use all available information to provide the candidate with a step placement along with a written explanation of how their step was calculated. (ACLU-NorCal will also inform the selected candidate of the parameters of any insurance waiting period requirements as one factor in determining their start date.) The salary and start date will be included in the offer letter to the selected candidate.
 - E. Upon the hiring of a new employee, ACLU-NorCal will provide written notice to IFPTE Local 20 of the salary step in which ACLU-NorCal has placed the new hire, together with a copy of any information used to determine step placement on a monthly basis. IFPTE Local 20 may timely file a grievance (subject to paragraph G below) based on the information provided pursuant to this paragraph F within thirty (30) calendar days of the date the information is provided.

- F. Failure to follow the process set forth above in this Section is grievable, but the decision on salary placement is not grievable. As part of the step placement process, Human Resources will first give the employee their salary placement, what experience is counted, what experience was not counted, and the reasons and rationale for doing so. The employee may then seek an adjustment if they believe the placement was improper. Human Resources will respond with a decision that will be final and will address the items raised by the employee. ACLU-NorCal will respond to any IFPTE Local 20 information requests about salary placement in good faith.
- G. ACLU-NorCal and IFPTE Local 20 will bargain about the wage/step placement of newly hired non-legal fellows.

Section 10.3 Differentials

- A. All employees who are fluent in a language other than English and who regularly use that language in the performance of their job duties shall be paid a five percent (5%) differential. ACLU-NorCal may determine if an assessment is needed to confirm language proficiency.
- B. Investigators who obtain the “licensed investigator” certification shall be paid a salary differential of five percent (5%). ACLU-NorCal shall not unreasonably deny employees’ requests to provide information in support of such certification applications (e.g., verifying experience or providing a declaration stating that the employee is qualified to perform certain tasks).
- C. Employees, excluding attorneys, who serve as a “lead” (e.g., Lead Investigator) shall be paid a five percent (5%) premium. Attorneys on year five (5) or higher on the attorney scale will not be paid a differential for serving as a statewide issue team leader.
- D. If a supervisor determines it is necessary to assign an employee work outside of their job description, including coverage for other employees or vacant positions, the supervisor shall work with Human Resources to notify the employee and IFPTE Local 20 of the need in writing and the employee shall be paid a salary differential of five percent (5%). An employee may determine at any time they do not want to accept the temporary assignment.
- E. Employees who serve as the “interim” of a higher classification (for example, Program Director) or perform the majority of the duties of a higher classification shall be paid a salary differential of ten percent (10%) or the pay of the higher classification, whichever is more, for the duration of their appointment. The individual shall remain in the bargaining unit. To the extent that this differential payment increases the pay of the employee above another unit member, the other unit member does not get a further commensurate increase per Section 10.2, paragraph C above.
- F. Differentials are calculated as a percentage of the employee’s current base rate of pay for the period the employee is performing those duties. In the event that an employee receives multiple differentials, each differential is calculated based on the employee’s current base rate of pay.
- G. For reclassifications—where substantial changes or increased responsibilities warrant a review of an employee’s job classification and/or job description—see Article 9 - Non-Attorney Staff Promotions.

Section 10.4 Contract Reopener

Upon request by ACLU-NorCal, the Parties agree that if during the term of this Agreement there is a reduction in revenues of fifteen percent (15%) or more in any year, or a draw on reserves of fifteen

percent (15%) or more in any fiscal year, or a significant recession, the Parties will meet and confer to determine appropriate adjustments regarding this Article, including the appendices, as well as any other economic provisions in this Agreement.

ACLU-NorCal will give notice to IFPTE Local 20 to initiate the meet and confer process based on either a) the closing of the most recent fiscal year, in which case notice will be given in October or November, or b) the current fiscal year's year-to-date revenue through December 31, in which case notice will be given between January 15 and February 15.

If ACLU-NorCal's request is based on reductions in revenue, it will be based on the combined revenue of the ACLU-NorCal IFPTE Local 20 and Foundation (501c4 and 501c3).

If ACLU-NorCal's request is based on a reduction on reserves, it will be based on the combined reserves of the ACLU-NorCal IFPTE Local 20 and Foundation (501c4 and 501c3), based on the most recent fiscal year's audited financial statements.

In the event of a recession, ACLU-NorCal will give notice in either of the two (2) periods outlined above.

ACLU-NorCal will provide notice to IFPTE Local 20 of no less than thirty (30) days to initiate the process identified in this Section 10.4.

ARTICLE 11. WORKING CONDITIONS

Section 11.1 Normal Work Week

All full-time employees are regularly scheduled to work forty (40) hour work weeks, eight (8) hours each day, Monday through Friday. This includes a paid thirty (30) minute meal period and two (2) paid fifteen (15) minute break periods.

A. Non-Exempt Employees

1. Employees may elect to take longer lunch breaks with only the first thirty (30) minutes being paid but must coordinate time with their supervisor to ensure coverage.
2. Non-exempt employees will be paid at least two (2) hours for each day on which the employee is required to: (a) work in a specific location, other than the employee's assigned office, such as a training site; or (b) work in a specific location on their regular day off.
3. All time spent traveling to a location other than the employee's usual office location for work purposes will be considered work time.

B. Exempt Employees

1. In furtherance of the organization's primary mission to serve clients, ACLU-NorCal employs exempt professional staff who regularly exercise independent judgment and discretion as necessary to complete their work and meet program needs. Exempt employees have flexibility in planning and scheduling their work, provided that they are available during regular business hours.

Section 11.2 Reporting Time

- A. Human Resources personnel will ensure that adequate notice is given for payroll deadlines and that a reminder is sent to all staff for reporting time on the last normal operating day of each pay period.
- B. Any changes to payroll deadlines due to office closures etc. will be announced via email as early as possible. Human Resources personnel will ensure the timing of reminder emails is adjusted appropriately, and additional email reminders will be sent as necessary.

Section 11.3 Overtime and Work Compensation

A. Non-exempt employees

- 1. Hourly employees will be paid overtime at one-and-one half (1.5) times their regular rate of pay for
 - a. Hours worked in excess of eight (8) hours in a day.
 - b. Hours worked in excess of forty (40) hours in a week.
 - c. The first eight (8) hours worked on the seventh (7th) consecutive workday.
- 2. Double-time pay is calculated at two (2) times the employee's regular pay rate and is paid for
 - a. Hours worked in excess of twelve (12) hours in a day.
 - b. Hours worked in excess of eight (8) hours on the seventh (7th) consecutive workday.
 - c. All hours on the eighth (8th) consecutive workday (regardless of the date the pay period or workweek ends) and subsequent days until the employee has a rest day.
 - d. Any hours worked between twelve (12) a.m. and six (6) a.m. unless the employee's regular schedule includes working during those hours, if pre-approved by supervisor.
 - e. Any hours worked by an employee after being required to recommence work within ten (10) hours of finishing their previous workday. This rate will be paid for all hours worked up until an employee receives a break of ten (10) hours or more.
- 3. Paid meal periods are included in "hours worked" for overtime calculation purposes.
- 4. ACLU-NorCal shall attempt to distribute opportunities for overtime work on an equitable basis.

B. Exempt employees – Exempt Flex Day ("EFD")

- 1. Exempt employees will be granted an EFD of eight (8) hours for heavy workloads beyond the normal workday or workweek, including but not limited to twenty (20) or more additional hours in a workweek, inclusive of weekends, based on reported time.
- 2. Exempt employees who want to record an EFD for future use based on their heavy workload in that week must record their time for that week in the Human Resource Information System ("HRIS").

3. When employees use the EFD they must take a full eight (8) hour day off and record that time as an EFD.
4. When employees are recording time and using an EFD within the same pay period, they must record the time worked and the EFD in the same pay period within the HRIS system. If employees are recording time for an EFD for future use, they must record the time within the HRIS system before the close of the pay period in which they worked the additional hours.

C. Make-up time

1. A non-exempt employee who loses work time because of personal obligations may submit a written request to their supervisor to make up the work time. The request must be approved in writing by the employee's supervisor. If approved, the makeup time must be performed during the same pay period in which the work time was missed. The makeup time does not count towards the total number of hours worked in a workday for overtime purposes, except for hours in excess of eleven (11) hours in a workday or forty (40) hours in a workweek.

Section 11.4 Meal Breaks

- A. Non-exempt employees who work more than five (5) hours in a workday are entitled to a paid duty-free meal period of thirty (30) minutes to be taken before the end of the fifth (5th) hour of work.
- B. Meal breaks beyond thirty (30) minutes are unpaid.
- C. Non-exempt employees must not be required to perform any work for the entire thirty (30) minute meal period and may leave the work premises.
- D. If a non-exempt employee works more than ten (10) hours, they are entitled to a second (2nd) paid meal period of at least thirty (30) minutes to begin before the end of the tenth (10th) hour of work as provided in the chart below.

FREQUENCY AND TIMING OF MEAL PERIODS

Hours Worked	Meal Periods	Timing
5 or less	0	Not applicable
5 to 10	1	Begin before end of the 5 th hour
Over 10	2	Begin before end of the 10 th hour

- E. An employee may waive the second (2nd) meal period only if the employee works less than twelve (12) hours and they actually took the first meal period.
- F. If an employee is unable to take a meal break within the appropriate timeframe or is not relieved of all duties during their meal break, they shall be entitled to an extra hour of pay for each missed

meal break. ACLU-NorCal shall provide a mechanism for employees to easily report missed meal breaks and be compensated. Pay for missed meal breaks shall be included in the employee's next paycheck.

Section 11.5 Rest Breaks

- A. Non-exempt employees shall be entitled to paid fifteen (15) minute rest periods as provided in the chart below:

Hrs. Worked	Rest Periods Provided	Timing
Less than 3.5	None	Not applicable
3.5 to 6	One rest period	First break due as close to hour two as practicable
6 - 10	Two rest periods	Second break due as close to hour six as practicable
10 - 14	Three rest periods	Third break due as close to hour ten as practicable

- B. Exempt employees are entitled to take their own rest and meal breaks as long as they are available during work hours as necessary.
- C. If an employee is unable to take a rest break within the appropriate timeframe or is not relieved of all duty during their rest break, they shall be entitled to an extra hour of pay for each missed break. ACLU-NorCal shall provide a mechanism for employees to easily report missed rest breaks and be compensated. Pay for missed rest breaks shall be included in the employee's next paycheck.

Section 11.6 Schedules/Hours for Less Than Full Time Employees

- A. By mutual agreement between ACLU-NorCal and the employee, a less than full-time schedule may be established with wages, vacation, sick leave, and other paid leaves being prorated in the ratio that such a schedule bears to a regular full-time schedule, as long as additional backfill (i.e. hiring additional personnel) is not required.
- B. If a less than full-time exempt employee is consistently required to work on days or hours when they otherwise would have been off based on their schedule, the parties agree to meet, review, and discuss the appropriate FTE and/or workload for the employee.
- C. Less than full-time hourly non-exempt employees who are temporarily assigned to work additional hours will be compensated for all hours worked and will be entitled to overtime, vacation accrual, and breaks in line with the respective FTE. If the hours worked exceed the FTE for more than two (2) consecutive pay periods it will be adjusted to the appropriate FTE.

Section 11.7 Workload Management

- A. A discussion of workload and capacity shall be a part of an employee's regular check-in with their supervisor. Supervisors must work together and/or with department directors to balance workloads.
- B. ACLU-NorCal will make best efforts to hire and maintain adequate staff to ensure timely performance of all required work and provide coverage during periods of turnover without over burdening existing staff. When assigning cases and assessing workloads ACLU-NorCal will consider whether or not administrative support is provided and whether an employee has recruiting, supervisory or training responsibilities.
- C. For differential pay for performing work outside of an employee's job classification, see Article 10 - Wages, Section 10.3.

ARTICLE 12. TELECOMMUTE WORK POLICY

Section 12.1 Purpose And Intention Of The Policy

ACLU-NorCal supports flexible work options for jobs or job duties that can be performed remotely and will incorporate a combination of Telecommuting and on-site work at ACLU-NorCal offices in its staffing for those positions or job duties that can be performed remotely without compromising ACLU-NorCal's core mission.

Section 12.2 Policy

It is expected that ACLU-NorCal employees work in the places and spaces where they need to be to keep the organization's offices and operations running smoothly and to do the jobs they have been hired to do. Telecommuting may be appropriate for some employees and jobs, but not for others. There will be different Telecommute arrangements for different classifications and different employees based upon their role and job responsibilities at ACLU-NorCal. All decisions regarding telecommute work arrangements will be made in compliance with this Policy. It is the policy of ACLU-NorCal to permit employees to telecommute if they are able to perform their work remotely, subject to the discretion of employee's supervisor in consultation with Human Resources.

Section 12.3 Telecommuting Defined

- A. Telecommuting means employees will work outside of ACLU-NorCal's brick-and-mortar offices and will use computers and other communication devices to give them access to the resources needed to complete their jobs while not physically present at an ACLU-NorCal office.
- B. Part-Time Telecommuting: employees work either at their assigned ACLU-NorCal office or at their home based upon a formal or informal schedule set by their supervisor or manager.
- C. Full-Time Telecommuting: employees work from their home office or another off-site location and rarely work onsite at an ACLU-NorCal office.

Section 12.4 Eligibility

- A. ACLU-NorCal reserves discretion to restrict or revoke telecommuting schedules for reasons consistent with this policy.
- B. Supervisors, and managers, in consultation with Human Resources personnel, have discretion to determine the jobs and job duties that must be performed on-site and the jobs and job duties that are appropriate for telecommuting. Their decisions shall be based upon operational feasibility, as well as departmental and organizational needs. Human Resources will oversee application of this policy to help ensure any denials are reasonable, consistent, and equitably applied across programs and job functions.

Jobs are appropriate for telecommuting when the job functions are conducive to working off-site and the employees' physical presence is not necessarily required. Jobs that may not be suitable for regular telecommuting require employees' physical presence at one of the ACLU-NorCal offices to effectively perform such as receptionist, custodian, maintenance, and operations workers.

In addition, many jobs have at least some job duties that require the employee's physical presence to effectively carry out, such as court appearances, legislative hearings, public hearings, rallies, community forums, etc. Whether working from an ACLU-NorCal office or telecommuting, employees are expected to carry out those duties in person as the work and circumstances dictate.

- C. Telecommuting work arrangements may be a disability accommodation under Title II of the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act. Employees seeking disability accommodations should request them through Human Resources, with the assistance of IFPTE Local 20 if they desire.
- D. This Policy is not applicable to employees who work, sporadically, while on a vacation or while on a leave of absence.

Section 12.5 Job Postings For Telecommute Work

ACLU-NorCal jobs that are posted on the ACLU-NorCal's applicant tracking system and recruiting software program shall include whether the job may be performed under the full-time or part-time telecommuting provisions of this Policy. This information will also be included in public job advertisements.

Section 12.6 Employee Eligibility and Approval/Denial Process

- A. Employees are required to request approval to telecommute thirty (30) or more calendar days before starting a telecommute work arrangement. The exception is when an employee requests a temporary, short-term, telecommute work arrangement to facilitate the management of childcare and/or dependent care and/or other circumstances of an unexpected or significant nature that would allow the employee to continue to perform their work duties.

A request to telecommute shall not be unreasonably denied, revoked, or modified.

- B. Supervisors and managers in consultation with Human Resources personnel have the authority to approve part-time telecommuting work arrangements. Only the Executive Director is authorized to approve full-time telecommute work arrangements.

- C. Supervisors and managers will review the employee's request by first confirming with Human Resources that the job is appropriate for Telecommuting and whether telecommute work arrangements are operationally feasible and meet the department's and organization's mission as set forth in Section 12.2 above. Next, supervisors and managers must decide whether the employee can effectively accomplish their regular job duties and meet job expectations, regardless of work location. Employees must be able to carry out the same duties, assignments, and other work obligations when telecommuting as they do while working on-site.
- D. Once the supervisor or manager has confirmed that the job duties are appropriate for telecommuting, the employee shall propose a telecommute work arrangement that includes their preferred schedule. The employee will then work with the supervisor or manager to create a telecommute agreement that meets the needs of the employee and their program or work group. Supervisors have the authority to approve telecommute agreements.
- E. Supervisors and managers must review requests for telecommuting on an equitable basis for employees and program units with similar job duties, but they may consider individual factors, including an employee's specific job duties and responsibilities.
- F. Supervisors and managers must verify with the employee that the employee can maintain a safe home-work area and that they can be reasonably accessible by telephone and/or email during assigned work hours. If the supervisor or manager has concerns about the employee's proposed telecommute work arrangement, the supervisor will meet with the employee and identify the specific way the proposed arrangement will impact the staffing and coverage needs of the unit or the employee's ability to perform their job. The supervisor and employee will explore suitable alternatives. Employees must be given the reasons for a denial in writing.
- G. If the supervisor denies an employee's request for a telecommute work arrangement, the employee can appeal the denial to the Director of their department or, if that person was the decision maker, to Human Resources. The employee shall be entitled to a meeting with Human Resources and a IFPTE Local 20 representative, if they choose to include one, to try to resolve the issue. Human Resources will review the denial to determine if it is equitable and necessary to achieve the operational and policy objectives of ACLU-NorCal.
- H. Supervisors and managers may deny requests for telecommuting work arrangements from employees whose supervisors have documented that they are not performing at expected levels or employees who are on a PIP where the performance issue is related to the employee's telecommute schedule and an increased presence in the office and more in-person interaction with the supervisor is likely to improve the work product.
- I. New employees may request telecommuting work arrangements during the hiring process. New employees do not need to wait until their provisional status has ended before they may telecommute.

Section 12.7 Working In The NorCal Region

- A. ACLU-NorCal is a regional member of the American Civil Liberties IFPTE Local 20 federation, and its territory covers some forty-eight (48) counties in Northern California. It is preferred that all employees reside in the ACLU-NorCal region and perform their work within a reasonable commuting distance to their ACLU-NorCal assigned worksite.

Supervisors and department directors in consultation with Human Resources personnel shall make a recommendation to the Executive Director about retaining existing employees, who may need to relocate and reside outside of the ACLU-NorCal territory, if they believe that the individual possesses distinctly qualifying skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same classification and which are necessary to perform the ongoing functions of the organization. ACLU-NorCal will generally not hire new employees who reside outside of its region, except in very limited and extenuating circumstances.

To the extent permitted by law, ACLU-NorCal may also consider furthering its workforce diversity, equity and inclusion objectives when making hiring decisions or Telecommuting Work Arrangements for individuals who reside outside of the ACLU-NorCal region.

- B. The Executive Director has the final discretion to approve or deny requests for full-time telecommuting, including telecommuting from outside the ACLU-NorCal region based on the above criteria.

Section 12.8 Managing Telecommute Schedules

While employees and supervisors have the freedom to develop arrangements tailored to employee and departmental needs, the following principles apply. Department managers or supervisors establish the telecommute schedules for part-time telecommuters who work within their departments subject to the terms of this Policy. Department Directors may establish formal schedules or informal schedules.

A. General.

1. Telecommuting employees must be reasonably accessible by telephone and/or email during assigned work hours.
2. Department managers and supervisors must be mindful that under California law, non-exempt employees who work over eight (8) hours in a day are entitled to overtime even if they did not authorize the work performed during the overtime period.
3. On occasion, ACLU-NorCal may require telecommuting employees to report to their assigned office to work on-site irrespective of their usual schedule. Employees shall be provided with reasonable advance notice of these occasions and requirements. All employees, regardless of their telecommute work arrangement, are expected to travel as needed, on any given day, to any offsite location where their presence is required to effectively carry out their job duties.
4. All department managers, supervisors and employees will be required to sign a telecommute work agreement that will set forth the conditions of the employee's telecommute work arrangements.
5. Employees with telecommuting work arrangements shall be entitled to the same trainings, promotions, and visibility as on-site employees, as well as regular interactions by telephone and email between the employee and the supervisor and weekly check-in meetings to discuss work progress and issues the same as for all employees.

B. Part-time Telecommuting

1. A formal part-time schedule means that the employee is required to work on-site at an ACLU-NorCal office on set day(s) each week. For example, employees may be required to work on-site on Tuesdays and Thursdays of each week. An informal schedule means that the employee works on-site at an ACLU-NorCal office a number of days each week or month or on an ad hoc basis as required; however, the employee decides what days they will work onsite. For example, although the employee may be required to work on-site two (2) days each week, the employee will choose which two (2) days of the week they will work on-site.

C. Full-time Telecommuting

1. The Executive Director must approve all full-time telecommute work arrangements as set forth in Section 12.7 above.

Section 12.9 Managing Full-Time Telecommute Schedules

The Executive Director has final approval of all full-time telecommute work arrangements as set forth in Section 12.7 above.

Full-time telecommuters must be reasonably accessible by telephone and/or email during assigned work hours.

On occasion, ACLU-NorCal may require employees with a full-time telecommute arrangement to report to an ACLU-NorCal office to perform work on-site when in-person work is necessary due to operational need. full-time telecommuters must be provided with reasonable advance notice of no less than five (5) business days by email.

Full-time telecommuters will not have an assigned office space at any of the ACLU-NorCal offices. If circumstances arise in which full-time telecommuters may need to work in the ACLU-NorCal offices on occasion, temporary workspaces will be made available.

Section 12.10 Ad Hoc Telecommuting Work Arrangements

Ad hoc telecommuting work arrangements may be approved by the employee's direct supervisor on a temporary basis for circumstances such as special projects, personal circumstances, inclement weather, natural disasters such as fires and pandemics, or internal infrastructure failures. All ad hoc telecommuting arrangements are made for business continuity and employee safety on a case-by-case basis, with no expectation of ongoing continuance.

Section 12.11 Modification Or Termination Of Telecommuting Work Arrangements

- A. Any telecommuting work arrangement may be terminated or modified at any time at the request of the employee, for reasons consistent with the policy after discussing with their supervisor as outlined in Section 12.6 (F) and (G).
- B. Telecommuting work arrangements may be terminated or modified by ACLU-NorCal for reasons consistent with this policy after discussions between the employee and their supervisor as outlined in Section 12.6 (F) and (G).

- C. Every effort will be made to provide thirty (30) calendar days' notice of changes to telecommute work arrangements to accommodate commuting, manage childcare, office logistics and other issues that may arise from the termination of a telecommuting work arrangement. There may be instances, however, when a shorter notice period is appropriate.
- D. If, due to a change in circumstances, ACLU-NorCal wishes to modify an employee's telecommuting work arrangements, the employee's supervisor must engage the employee in the process outlined in Section 12.6 (F) and (G) prior to making any changes. When telecommute work arrangements are modified or terminated, employees must be given the reasons for the modification or termination in writing.

Section 12.12 Securing Confidential Information

Consistent with the ACLU-NorCal's expectations of information security for employees working at its offices, Telecommuting employees will be expected to ensure the protection of the corporation's proprietary information when working off-site. Employees must use secure remote access procedures and any other measures appropriate for the job and the environment that they perform their work in. Employees must maintain confidentiality by using passwords. Employees may not download ACLU-NorCal confidential information or proprietary information onto a non-secure device. Employees may not share their password with others. If any unauthorized access or disclosure occurs, employees must inform ACLU-NorCal helpdesk and their supervisor immediately. In addition, employees will retain any documents or other material, and dispose of any sensitive documents, in a manner that is secure.

Section 12.13 Safety

- A. According to the California Occupational Safety and Health Administration (Cal OSHA), injuries and illnesses that occur while an employee is working at home, including work in a home office, will be considered work-related if the injury or illness occurs while the employee is performing their job. Employees working off-site or in their home offices should take reasonable steps to ensure that their work environment is safe and free from hazards. Injuries sustained by an employee in any work location in conjunction with their regular work duties are normally covered by ACLU-NorCal's workers' compensation policy.
- B. Employees must report any work injury to Human Resources, immediately, under the same procedures as if they were working at an ACLU-NorCal office.
- C. Employees must provide their work address. Any anticipated change in work location must be reported to Human Resources.

Section 12.14 Equipment

- A. ACLU-NorCal will provide employees who telecommute with equipment that is essential to perform their job duties. ACLU-NorCal will maintain a list of available equipment for Telecommuters and how those employees can access and use those resources.
- B. Employees must keep all equipment safe and avoid any misuse. Equipment supplied by ACLU-NorCal is to be used for business purposes. Employees must sign an inventory of all ACLU-NorCal property received and agree to take appropriate action to keep the equipment safe and to protect the items from damage or theft.
- C. ACLU-NorCal will provide ergonomic home office guidance or resources as needed.

- D. Upon departure, employees shall return laptops, computers, and other equipment to ACLU-NorCal within three to five (3-5) business days of the separation date, unless other arrangements have been made by the employee and ACLU-NorCal in writing.
- E. Employees will receive expense reimbursement to cover reasonable and necessary business-related expenses, subject to reimbursement and finance policies of ACLU-NorCal and in compliance with IRS and other regulations.

Section 12.15 Additional Terms for Full-Time Telecommuters

- A. Upon hire or designation as a full-time telecommute employee, the Human Resources and the Operations Department will work with the employee to assess their needs and set-up their home office.
- B. Employees may receive an ergonomic assessment upon the request of the employee.
- C. Specific additional reimbursement provisions will apply to full-time telecommuters related to reasonable and necessary business-related expenses. Full-time telecommute employees will receive equipment as stated in Section 12.14 above. Also, they will receive credit to purchase items for their home office from an ACLU-NorCal designated vendor, such as desks, chairs, and lamps. These items shall be owned by the employee and are not required to be returned upon the employee's departure from ACLU-NorCal.

ARTICLE 13. TRAINING AND PROFESSIONAL DEVELOPMENT

Section 13.1 Job Descriptions

- A. The establishment of job descriptions are the responsibility of ACLU-NorCal. The function of job descriptions is to help determine the primary duties and responsibilities in each job and to help determine whether an employee is properly classified. They are not intended to precisely define the exact duties to be performed. ACLU-NorCal will provide each bargaining unit member a copy of their job description at the time of hiring or at the time it is changed or updated.
- B. The Parties recognize that the duties and responsibilities of positions may evolve and change over time. If substantial changes are contemplated, ACLU-NorCal will present IFPTE Local 20 and affected employees with any new or changed job description(s) including the reasons for the modification at least ten (10) business days prior to making it effective. During the period prior to the effective date of any new or changed job description(s), and at the request of IFPTE Local 20, ACLU-NorCal will meet to discuss the modified job description and the reasons for modifying the job description.

If ACLU-NorCal and IFPTE Local 20 fail to agree on the job description(s) in the period prior to the effective date, ACLU-NorCal shall have the right to make effective its most recent proposal, and IFPTE Local 20 shall have the right to process a grievance or grievances per the provisions of Article 19 - Contract Administration.

- C. Job descriptions for each classification shall be consistent with external and internal job postings.

Section 13.2 Performance Evaluations

- A. The performance evaluations described herein shall begin one (1) year after both job competencies are established and finalized in each department per Article 9 - Non-Attorney Staff Promotions and the performance evaluation form(s) are established and finalized per this Section.
- B. Employee performance evaluations shall be conducted annually. Each department will determine the time of year the evaluations will be conducted in consultation with Human Resources and notify its staff and the IFPTE Local 20 of the annual timeframe.
- C. The performance evaluation process is intended to be constructive, non-disciplinary, and continuous. Its purpose is to identify and discuss the employee's accomplishments and opportunities for improvement and to memorialize feedback and recommendations that have previously been provided within the year. Supervisors should provide continuous feedback to employees. The annual performance review is intended to ensure that documented feedback to employees is given at least once a year. Supervisors are discouraged from using the annual performance evaluation process to introduce specific critical feedback to employees for the first time.
- D. The annual performance review shall consist of an employee self-evaluation, a written response/evaluation by the employee's direct supervisor, and a meeting between the employee and the direct supervisor to discuss the evaluation. If the employee so chooses, the supervisor may also solicit feedback from another person of the employee's choosing who is familiar with the employee's work and performance. The supervisor will write a response to the employee's self-evaluation, including addressing feedback from others (if any) and provide that written evaluation to the employee at least one (1) week ahead of the meeting to discuss the employee's performance. The supervisor may modify the written review after the discussion with the employee.
- E. As part of the performance evaluation process, the employee and supervisor will collaboratively develop a written professional development plan with the purpose of enhancing the employee's professional knowledge, skills, and abilities related to their work. The plan will identify where the employee wants to grow in their current role, as well as the training and support they will be provided in order to do so. Supervisors will work with employees to identify opportunities to expand their skill set or receive mentorship, both from the supervisor, and from other members of the organization, and will ensure that professional development is considered in task assignments and day-to-day operations.
- F. The performance evaluation form(s) will be established by Human Resources and will be consistent with this Article. It will not include any grades or ratings (e.g., "meets expectations"), but will provide a written assessment of each of the job competencies established per Article 9 - Non-Attorney Staff Promotions, recognizing where the employee has succeeded and met competencies, and providing specific feedback and professional development opportunities for competencies the employee has not yet met or should improve upon. ACLU-NorCal shall give IFPTE Local 20 the opportunity to review the performance evaluation form(s) no less than thirty (30) business days before they are implemented. Within the thirty (30) day period, IFPTE Local 20 may convene an ad hoc labor management committee meeting for the purpose of reviewing and commenting upon the proposed evaluation form(s). In the event changes are made to the performance evaluation form(s), ACLU-NorCal will notify IFPTE Local 20 thirty (30) calendar days prior to implementation.

- G. The final written performance review will be placed in the employee's personnel file.
- H. The performance evaluation process shall also include opportunities for the employee to provide written feedback to their supervisor(s). Upon request of an employee, Human Resources and/or the supervisor's manager shall meet with the employee to discuss concerns regarding the employee's supervisor. ACLU-NorCal's management staff are expected to encourage and receive feedback on a regular basis as a component of the supervision relationship.

Retaliation against employees for providing such feedback is prohibited. Judgment of performance by a supervisor, or manager, shall not be subject to the grievance procedure unless such judgment otherwise violates the contract. For example, ACLU-NorCal's management's failure to follow the procedures set forth in this Article or basing a performance evaluation on unlawful discriminatory reasons may be subject to the grievance procedure.

- I. If an employee believes that their final written performance evaluation is not an accurate assessment of their work, they can submit a request to Human Resources for additional review. The Human Resources' review process shall include consideration of any information and materials submitted by the employee, as well as review of information and materials used by the employee's supervisor as a basis for the review.
- J. Human Resources shall inform the employee of the outcome of the review within ten (10) business days of the date the request for a Human Resources' review was received. Human Resources shall include the specific reason(s) for the outcome in their communication to the employee.

Section 13.3 Training and Professional Development

ACLU-NorCal and IFPTE Local 20 recognize the value and benefit of education and training designed to enhance employees' growth and development of skills and knowledge related to their work. The Parties agree that the training of employees and professional development, are priorities for the organization, as is the improvement of the organization's overall performance.

Section 13.4 New Employee Trainings

A. Orientation

All new employees shall receive orientation. The content of the orientation program shall be determined by ACLU-NorCal. When orientation is presented to a group of employees at the same time, representatives of IFPTE Local 20 will be given up to ten (10) minutes to make a presentation to the new employees. ACLU-NorCal's management staff is not required to leave the room while IFPTE Local 20 representatives speak to the new employees.

B. Onboarding

ACLU-NorCal will provide each employee with a copy of their job description at the time of hiring. Within thirty (30) days of the commencement of employment, all new employees shall be evaluated by their supervisor for the purpose of identifying training needs. The supervisor and the employee shall collaboratively develop an individualized training plan for the first year which shall be discussed with the employee. The purpose of a training plan is to identify the necessary skills and knowledge that the employee will need to perform their daily tasks and have the competencies required to effectively do their jobs.

A copy of the training plan shall be executed by the employee and the supervisor and shall be placed in the employee's personnel file.

Section 13.5 Professional Development Plan

- A. Within thirty (30) days of completing the performance evaluation, the employee and supervisor will collaboratively develop a written professional development plan with the purpose of enhancing the employee's professional knowledge, skills, and abilities related to their work. The plan will identify where the employee wants to grow in their current role, as well as what support they need to develop into future career aspirations. Discussion of professional goals and development opportunities, along with constructive and actionable feedback, will be a part of each employee's regular check-ins with their supervisor.
- B. For continuing employees, supervisors shall review the training received by employees in the prior year and the professional development plan shall include an evaluation of the employee's need for additional training as required by the employee's current position and will also identify training recommended for the purpose of professional growth and development. Employees shall document their trainings in the HRIS.
- C. Supervisors will work with employees to identify opportunities to expand their skill set both from the supervisor, and from other members of the organization, and will consider professional development in task assignments and day-to-day operations.

The professional development plan may include networking or mentorship opportunities that the supervisor or other members of the organization can help facilitate. Use of work time to attend these networking opportunities will not be unreasonably denied. The professional development plan will be submitted to Human Resources to be placed in the employee's personnel file.

Section 13.6 Training

A. Mandatory Training

Employees are required to complete mandatory training as specified in the organization's or their department's policies within the timelines outlined in such policies, or at a later date, if good cause in delaying the training is demonstrated by the employee.

ACLU-NorCal will provide access for employees to take mandatory training courses via online programs, or in-person classes, or independent study courses. Employees will be given time during their regularly scheduled workday to complete mandatory training.

Mandatory training courses include but are not limited to:

1. Annual racial bias and anti-racism trainings
2. Bi-Annual sexual and workplace harassment trainings
3. Annual disability justice and anti-ableism
4. Annual LGBTQ anti-bias trainings
5. Annual indigenous justice and decolonization trainings

ACLU-NorCal shall inform employees of all training opportunities offered by ACLU-NorCal. ACLU-NorCal may also inform employees of training opportunities by outside providers which may benefit employees.

When attending mandatory trainings, conferences, or professional development activities at a location other than the ACLU-NorCal office at which the employee is usually based, the employee will be reimbursed for reasonable meal, travel, and accommodation costs. The travel costs (i.e., reasonable meal, travel, and accommodation costs) will be separate from the employee's annual professional development allocation set forth below in Section 13.7, paragraph C.

B. Training Generally

Employees may participate in non-mandatory, job-related training and professional development opportunities during work hours with the permission of their supervisor. Supervisors must make best efforts to ensure employees have adequate time to attend such trainings.

C. Training Records

ACLU-NorCal may maintain records of successful completion of all training courses that shall be placed in the employee's personnel file. In addition, employees are responsible for keeping records of successful completion of all training courses.

D. Continuing Education

Employees may request approval to attend continuing education courses and supervisors will approve or disapprove their request based on the requirements of their job classification, work assignments, and available resources. Attendance at continuing education courses is considered work time. Departments will work with employees where possible to allow for a flexible schedule for attendance at approved continuing education courses.

Section 13.7 Trainings and Professional Development Funds

- A. Each employee's professional development plan will include job-related trainings that would benefit their overall professional growth.
- B. ACLU-NorCal employees may attend job-related professional development sessions during work hours with the permission of their supervisor.
- C. Each employee will be allocated five hundred dollars (\$500) each fiscal year to be spent on trainings and/or professional development. These funds may be spent on training and/or professional development that would benefit the employee in their current position or would allow them to grow into a role that is part of their career path. Spending requests for trainings and/or professional development expenditures must be given to the employee's supervisor who shall respond in no later than ten (10) business days.
- D. Conferences, travel, accommodation costs, reasonable meal reimbursements at events, events pre-approved in the budget process, and trainings directly related to departmental and organizational priorities, are not included in the five hundred dollar (\$500) professional development plan allocation.
- E. Employees will also receive twenty-five dollars (\$25) a month for the purpose of Lunch and Learns hosted by staff as well as other cultural programming.

Section 13.8 Professional Memberships

ACLU-NorCal will pay for license and professional membership dues for unit employees as follows:

- A. For Attorneys: ACLU-NorCal will pay California State Bar dues and requisite continuing education associated with attorneys maintaining their license: those working within the attorney or fellow classification. Bar dues shall be paid directly to the California State Bar. Currently, the organization has a contract with Practising Law Institute (“PLI”). Attorneys shall utilize the PLI to earn their Continuing Legal Education (“CLE”) credits to the greatest extent during the term of the contract with PLI or its successor.
- B. Subject to approval by the Department Director, ACLU-NorCal will pay local or county bar dues or section memberships if such membership is reasonably related to the performance of the attorney’s duties.
- C. ACLU-NorCal shall pay once for California Bar Exam registration and application fees for the following:
 - 1. Legal Fellows
 - 2. Individuals for whom attorney licensure would be reasonably related to the performance of the employee’s duties, subject to approval by the Department Director, in consultation with Human Resources.
- D. For Paralegals and Legal-Policy Assistants: ACLU-NorCal will make a one-time payment for paralegal certification fees. ACLU-NorCal will reimburse any cost incurred to maintain their credentials such as continuing education.
- E. For Investigators: ACLU-NorCal shall pay requisite fees and costs associated with investigator licensure.
- F. For all non-attorney staff: ACLU-NorCal, on an annual basis, will pay dues for one membership in a professional organization that furthers the employee’s professional development and the interests of ACLU-NorCal.

ARTICLE 14. HEALTH, SAFETY AND WELLNESS

Section 14.1 Health, Safety, and Wellness

- A. ACLU-NorCal recognizes the importance of procedures and policies for the protection of the health and safety of employees and shall make reasonable efforts to maintain such conditions conducive to the health and safety of the employees.
- B. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to their health.
- C. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of ACLU-NorCal management.
- D. When an employee in good faith believes that they are being required to work under unsafe or hazardous conditions or without adequate safety equipment and clothing, they shall notify Human

Resources and their supervisor. The Human Resources Director, or designee, shall investigate as soon as possible the alleged unsafe or hazardous conditions, notify the ACLU-NorCal Operations Manager where appropriate, and shall communicate with the employee and their IFPTE Local 20 representative as to the results of such an investigation within a reasonable time and, if deemed necessary, the steps that shall be taken to correct the condition.

- E. An employee shall not be required to work under the unsafe or hazardous condition(s) provided that they notify their supervisor (to discuss alternative work arrangements) as soon as possible when they realize that such unsafe or hazardous condition(s) exist. Once the Human Resources investigation is complete, the employee and their IFPTE Local 20 representative will meet with the Human Resources Director, or their designee, and their supervisor to collaboratively review the findings and establish any necessary safety accommodations.
- F. ACLU-NorCal will comply with all applicable Cal-OSHA rules and State rules and regulations concerning the workplace.
- G. To promote a safe workplace and comply with California law, ACLU-NorCal maintains an Injury and Illness Prevention Program which can be found on the Human Resources electronic portal.
- H. ACLU-NorCal recognizes that historic and systemic racism and other forms of oppression take a toll on individual wellbeing, and that its work involves hard subject matter that is often emotionally draining. As such, ACLU-NorCal understands and prioritizes the importance of self-care organizationally and will provide and continue to explore mental health and wellness programs, community building programs, and activities.
- I. ACLU-NorCal will support the emotional and psychological wellbeing of its employees by providing and encouraging the use of Supervisor Approved Time Off (SATO) and/or other paid time off benefits in the face of global or local tragedies.

Section 14.2 Ergonomic Training

- A. ACLU-NorCal will provide employees with a yearly ergonomic training by a qualified ergonomic professional. In addition, each employee will be provided with an individual ergonomic evaluation upon request.
- B. Ergonomic evaluation will be provided for each employee's workspace/office at ACLU-NorCal facilities, and the employee shall also be entitled to an ergonomic evaluation of their home office upon request.
- C. ACLU-NorCal will procure recommended ergonomic equipment as needed, as soon as such equipment can be ordered and obtained after the ergonomic evaluation or after otherwise learning of the employee's need for such equipment.
- D. ACLU-NorCal shall not refuse to provide any ergonomic equipment recommended by the ergonomic evaluator.
- E. Ergonomic equipment will also be provided as a disability accommodation.
- F. Employees shall promptly report any case of ergonomic injury or any discomfort due to work or job station or tool design to the manager.

Section 14.3 First Aid and Emergency Response

- A. First aid supplies shall be available at all ACLU-NorCal office locations. The location of such supplies will be clearly marked at each location.
- B. ACLU-NorCal will maintain an emergency evacuation plan for each office location and will conduct practice evacuations annually.

Section 14.4 Employee Safety Concerns and Training

- A. ACLU-NorCal will work with employees to develop safety protocols and ensure that all employees receive training.
- B. Employees must immediately notify ACLU-NorCal management if any employee, contractor, or visitor threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location.
- C. ACLU-NorCal will work with employees to develop a protocol around office access, including but not limited to, access procedures for staff, screening and admitting vendors and visitors to the office, and other types of access needs.
- D. If an employee notifies the Human Resources Director that they have been threatened by a visitor, contractor, or employee, or if they otherwise have a reasonable basis to fear for their physical safety at any work location, the Human Resources Director will respond and work with the employee(s) to create a safety plan within twenty-four (24) hours and disseminate the plan to all employees to which the plan applies. To the extent possible, ACLU-NorCal will respect the privacy and confidentiality of the employee that reports any such behavior.
- E. No employee shall be subject to restraint, coercion, or reprisal for reporting safety concerns relating to workplace violence to a representative of ACLU-NorCal management.
- F. ACLU-NorCal will provide training in de-escalation to employees at least twice a year.
- G. New employees will receive an initial safety training as part of their orientation.

Section 14.5 Breastfeeding and Lactation Support

- A. ACLU-NorCal shall provide reasonable accommodations for lactating parents pursuant to federal and state lactation accommodation laws and this Section. All lactation accommodation requests shall be filed with Human Resources. The following minimum conditions shall apply:
 - 1. Employees are permitted to take paid lactation breaks during work hours.
 - 2. ACLU-NorCal shall provide a clean and private room (not a restroom) to express milk.
 - a. The private room shall have a comfortable chair, electrical outlet, small refrigerator, disinfectant wipes (or paper towels and disinfectant spray if wipes are not available) and a locking door.
 - b. ACLU-NorCal shall provide a sign that communicates when the room is in use.
 - c. Expressed milk can be stored in either the office refrigerators or the refrigerator in the private room.

- d. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.
- e. ACLU-NorCal and employees using the space shall endeavor to keep the room clean and sanitary.

ARTICLE 15. VACATION, HOLIDAYS AND LEAVES

Section 15.1 Vacation Accrual and Use

- A. Employees who work full-time (40 hours a week) accrue vacation at the rate of 6.65 hours/per pay period (21 days per year).
- B. Employees who work twenty (20) hours or more per work week accrue vacation on a pro-rated basis in relation to a one (1.0) FTE.
- C. Vacation accrues during paid time off. Vacation leave is not earned during leave without pay, or time otherwise not paid.
- D. A compensated holiday that falls within an employee's vacation will not be charged as a vacation day for that employee.
- E. Employees are encouraged to use vacation leave within the fiscal year in which it is earned. Employees may accrue up to three hundred and sixty-eight (368) hours of vacation time, after which no additional vacation time will accrue until the balance is reduced below the three hundred and sixty-eight (368) hour cap.
- F. Employees must schedule their vacation time off with approval of their supervisors. Supervisors will make good faith efforts to enable staff to schedule leave, including a reasonable time soon after a period of high demand and intense work.
- G. Non-exempt employees may take vacation in hourly increments.
- H. Exempt employees take vacation in eight (8) hour increments and need not record vacation time for days partially worked.
- I. Upon separation from ACLU-NorCal, an employee shall receive the entirety of their unused, accrued vacation time in the form of wages.

Section 15.2 Holidays

The following days are paid holidays for all employees who work twenty (20) hours or more per work week:

- 1. New Year's Day
- 2. Martin Luther King Jr. Day
- 3. Presidents Day
- 4. Cesar Chavez Day
- 5. Memorial Day
- 6. Juneteenth
- 7. Independence Day
- 8. Labor Day

9. Indigenous Peoples' Day
10. Veterans' Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve
16. Three floating holidays, per calendar year

ACLU-NorCal may in its discretion annually schedule and provide all employees with additional paid holidays.

A. All paid holidays:

1. Will reset at the beginning of the calendar year;
2. Must be used within the calendar year and do not carry over to the following year;
3. Cannot be cashed out;
4. Are not compensable upon separation.

B. Generally, holidays that fall on a Saturday will be observed on the preceding Friday and holidays that fall on Sunday will be observed on the following Monday, except when an adjacent holiday falls on a Monday.

C. All eligible employees who work less than full-time, exempt or non-exempt, shall be paid a full eight (8) hours for any holiday in any week in which they are working. These holiday hours shall not count toward the weekly overtime threshold of forty (40) hours.

D. If a non-exempt employee is required to work on a holiday, including a floating holiday that has been designated ahead of time, that employee will be paid for such holiday and, in addition, their normal base rate of pay for all hours worked.

E. If an exempt employee is required to work on a holiday, they will be allowed to take an alternate day off in lieu of the holiday within two (2) months.

F. By the first week of each calendar year, ACLU-NorCal shall notify all employees of the dates on which enumerated holidays will fall in that calendar year.

G. Upon request, ACLU-NorCal will accommodate an alternate holiday schedule for employees who observe religious holidays not included above.

H. Holidays During Paid Time Off:

1. If an employee is using accrued vacation that spans an office holiday, that day will not be charged against the employee's accrued vacation time.
2. If an employee is sick on a holiday, that day will be treated as a holiday and not charged against the employee's accrued sick time.
3. If a holiday occurs while an employee is on State Disability Insurance ("SDI") or Paid Family Leave ("PFL"), the employee will be paid for that holiday as part of their integrated SDI or PFL benefits.
4. If a holiday occurs while the employee is on ACLU-NorCal paid parental leave or sabbatical, the holiday pay is not included.

5. If an employee is using intermittent paid leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.

Section 15.3 Sick Leave

Sick leave is paid time off that an employee may use for:

- A. The illness or medical needs of the employee or the employee's spouse, domestic partner, children, parent or parent-in-law, grandparent, grandchild, sibling, a designated person, or chosen family, i.e., a person related by blood or affinity whose close association with the employee is the equivalent of family.
- B. ACLU-NorCal will, within five (5) days of the start of employment, provide employees notice of their right to designate a person for this purpose. An employee may update this designated person on an annual basis.
- C. "Illness or medical needs" as used in this Agreement includes preventive care or diagnosis, care, or treatment of an existing health condition, including mental health needs (which can include burnout, hardship or trauma related to the employee's work or political or racial violence) or for assistance related to domestic violence, sexual assault, or stalking.
- D. On the first day of the fiscal year, each full-time employee will receive eighty-eight (88) hours of sick leave. Eligible employees who work less than full time, but more than twenty (20) hours per week, are allocated sick leave on a pro rata basis (e.g., employees who regularly work 50% of full-time accrue 44 hours each year).
 1. New eligible employees will receive sick leave, which will be prorated, based on employee's start date.
 2. Unused sick leave is carried forward from one fiscal year to the next up to a maximum of three hundred and sixty (360) hours.
- E. Accrued sick leave can be used to augment SDI payments up to the employee's regular salary.
- F. Unused sick leave will not be paid to an employee whose employment by ACLU-NorCal terminates for any reason. Unused sick leave will be reinstated without penalty should an employee become reemployed by ACLU-NorCal within a year of termination.
- G. Non-exempt employees may take sick leave in hourly increments.
- H. Exempt employees take sick leave in eight (8) hour increments and need not record sick leave time for days partially worked.

Section 15.4 Family and Medical Leave

- A. ACLU-NorCal will provide eligible employees with family and medical leave benefits under federal, state, and local laws. Coordination of the statutes will be determined on a case-by-case basis. The statutory provisions with the more generous benefits will be applied in each individual case, and ACLU-NorCal shall also apply all protections and benefits of the City and County of San Francisco to all eligible employees regardless of their work location.

- B. Employees who have successfully completed their provisional period will be entitled to job protected leave for up to twelve (12) weeks, within a twelve (12) month period.

Section 15.5 Parental Leave

- A. ACLU-NorCal will continue to provide eligible employees in California with pregnancy disability leave and paid family leave in accordance with the laws and regulations of California.
- B. ACLU-NorCal shall also apply all protections and benefits of the City and County of San Francisco's Paid Parental Leave Ordinance to eligible employees regardless of their work location, or California or federal laws, whichever provides the greater benefit.
- C. For the birth of a newborn child of the employee or employee's spouse or partner, or for the placement of a child with the employee for adoption or fostering, regular employees who have worked for ACLU-NorCal for at least one (1) year and have worked at least one thousand, two hundred and fifty (1,250) hours in a rolling twelve (12) month period preceding parental leave are eligible for:
 - 1. Job protection of up to fifty-two (52) weeks of parental leave, inclusive of all statutorily mandated applicable laws, and all unpaid and paid time off.
 - 2. ACLU-NorCal will provide up to twelve (12) weeks paid parental leave at the employee's regular salary. This ACLU-NorCal paid parental leave is in addition to and separate from any pregnancy disability leave or Paid Family Leave ("PFL") provided by the state.
- D. Parental leave may be taken intermittently but must be taken and completed before the end of the first year of birth, adoption, or foster placement of the child.
- E. For the birth of a newborn child of the employee or employee's spouse or partner, or for the placement of a child with the employee for adoption or fostering, following the successful completion of the provisional period, regular employees who have worked for ACLU-NorCal for less than one year or have worked less than one thousand, two hundred and fifty (1,250) hours in the twelve (12) month period preceding the leave are eligible for four (4) weeks of paid parental leave. This ACLU-NorCal paid parental leave is in addition to and separate from any pregnancy disability leave or PFL provided by the state.
- F. If the employee receives California State Disability Insurance ("SDI") or California PFL, they may elect to coordinate their state benefits with any sick, vacation, floating holidays, or eligible sabbatical time.
- G. Employees may elect to use sick leave, vacation, floating holidays, or eligible sabbatical time as part of their parental leave.
- H. For any unpaid portion of parental leave, employees will be subject to a fifty percent (50%) cost share for benefits. For any local, state or federally protected leave, or any portion of the leave paid by ACLU-NorCal, there shall be no loss of benefits.
- I. There is no change to seniority to an employee on parental leave.

- J. Parental leave shall be job-protected leave as set forth above in paragraph C.1 of this Section, such that the employee will be returned to the same or comparable position at ACLU-NorCal once the leave has ended.
- K. An employee so affected by this policy shall give as much reasonable notice as possible, but no less than one (1) month (except in cases of emergency, i.e., miscarriage, premature birth, etc.) of the beginning and ending dates of said leave. Other conditions may apply, including but not limited to medical certification requirements.
- L. When an employee provides notice, Human Resources shall inform the employee of the amount of parental leave they are eligible for under this Agreement and any applicable state and federal laws. If the employee is eligible for parental leave, the notice will specify any additional information required from the employee, as well as the employees' rights and responsibilities. If the employee is not eligible for parental leave, Human Resources will inform the employee that they are not eligible for parental leave and the reasons why they are not eligible for parental leave.
- M. Within the first twelve (12) months of the beginning of the parental relationship, employees may elect to work part-time (not less than 50%) for up to twenty-six (26) weeks. Employees who elect to work part-time will have their salary, vacation, and sick leave accrual adjusted in accordance with their part-time status.

Section 15.6 Sabbatical Leave

- A. All regular employees with a minimum of eight (8) years' employment at ACLU-NorCal are eligible for a sabbatical leave (i.e., authorized extended paid leave from work) based on their current FTE, with full pay and benefits for a period up to twelve (12) weeks. Employees have the option of adding an additional four (4) weeks of unpaid leave to their twelve (12) weeks of paid sabbatical leave. Employees may choose to add accrued vacation leave to their sabbatical leave.
- B. Pay during the employee's sabbatical leave shall be prorated to the average FTE of their prior twelve (12) months of service.
- C. Sabbatical leave must be taken as a continuous period of time.
- D. Eligible employees may take a second sabbatical leave subsequent to their first paid sabbatical leave after a total of fifteen (15) years of employment. The second sabbatical leave must be taken at least five (5) years after the employee's first sabbatical leave. Pay during the employee's second sabbatical leave shall be prorated to the average FTE of their prior twelve (12) months of employment.
- E. All regular employees with a minimum of four (4) years' employment at ACLU-NorCal are eligible for an unpaid, job-protected sabbatical leave with full benefits of up to sixteen (16) weeks, based on their current FTE.
- F. Employees shall submit written requests for sabbatical leave at least ninety (90) days in advance of their proposed leave. Employees must schedule their sabbatical leave with approval of their supervisors. Supervisors will make good faith efforts to enable employees to schedule their sabbatical as requested, taking into consideration workloads and operational necessity, and/or intense work periods of the organization. An employee's requested sabbatical leave shall not be

deferred for more than twelve (12) months for any reason.

- G. The requesting employee and their supervisor shall meet to discuss the request including the leave timing and coverage of all the requesting employee's work duties.
- H. Upon approval, employee's supervisor shall provide the requesting employee with written agreement that includes the start and end dates of the sabbatical leave and the plan to cover the employee's workload during their leave. The supervisor must provide a copy of the sabbatical leave agreement to Human Resources.
- I. Sabbatical leave is not considered a break in employment. Compensation and benefits shall continue during paid sabbatical leave. Benefits shall continue during an unpaid portion added to a paid sabbatical leave as set forth in paragraph A, D or E above.
- J. During the sabbatical leave, employees shall not have any responsibilities for work at ACLU-NorCal. Upon return from a sabbatical, ACLU-NorCal will reinstate the employee to the same position held before the sabbatical leave began.

Section 15.7 Educational Leave

- A. Educational leave includes, but is not limited to, leaves to prepare for entrance, qualifying, or licensing exams, attend trainings, and/or complete coursework related to the employee's work and/or ACLU-NorCal's mission.
- B. Employees with at least six (6) months of service, working twenty (20) hours or more per week, for the ACLU-NorCal are eligible to apply for up to four (4) weeks of unpaid educational leave per year.
- C. All requests for educational leave must be submitted in writing to the employee's supervisor. Employees must schedule their educational leave with approval of their supervisors. Supervisors will make good faith efforts to enable staff to schedule their educational leave, taking into consideration workloads and operational necessity of the organization.

Section 15.8 School Activities Leave

Employees who are parents, guardians, or grandparents having custody of a minor in a child care program or school will be granted up to forty (40) hours of unpaid time off per calendar year as provided by Labor Code Section 230.8:

- a. To participate in the activities of schools or facilities attended by their children;
- b. To enroll or visit a school or child care facility;
- c. To address a child care emergency; or
- d. To care for a child whose school has been closed.

Employees may elect to use their vacation, sick leave, or floating holidays to accommodate the above school activities.

Section 15.9 Bereavement Leave

- A. Any eligible employee may take up to a total of ten (10) days of paid bereavement leave per fiscal year. The employee may use bereavement leave for the death of an employee's spouse, domestic

partner, children, parent or parent-in-law, grandparent, grandchild, sibling, and a previously designated person, or chosen family (as described in Section 15.3). The employee may also elect to use accrued vacation or sick leave. The employee's supervisor may approve additional unpaid leave upon request.

Section 15.10 Personal Necessity Days

- A. All eligible employees may take up to two (2) paid days off per year for unavoidable personal reasons including, but not limited to:
 - 1. Participating in unforeseen social justice actions;
 - 2. Hardship or trauma related to the employee's work or political or racial violence;
 - 3. Dealing with a personal emergency;
 - 4. Attending immigration appointments or renewing an application for DACA;
 - 5. Illness and/or death of a pet;
 - 6. Balancing child-care, school closures, and dependent or elder care;
 - 7. To address burnout; or
 - 8. Observance of religious, civic, and cultural holidays not covered by floating holidays or holidays above.
- B. Non-exempt employees may take this leave in hourly increments.
- C. Exempt employees may take this leave in eight (8) hour increments.
- D. Employees must make reasonable efforts to notify their supervisor as soon as possible before or during the leave.

Section 15.11 Other Leaves

- A. Jury Duty. The ACLU-NorCal encourages its employees to serve on jury duty. Employees must inform their supervisor upon receipt of jury summons and will receive time off with pay while on jury duty. Employees on jury duty must report to work on any full or partial day that the employee is excused from jury duty and must inform their supervisor each day of the status of jury duty.
- B. Time Off for Voting. An employee who does not have sufficient time outside of regular working hours to vote on election day may take up to two (2) hours off work with pay to vote. The employee must give their supervisor at least two (2) days' advance notice of the need for time off to vote. Time off may be taken only at the beginning or end of the employee's workday unless otherwise approved.
- C. Military. ACLU-NorCal provides employees with other types of leave including leave for military service, Military Family Leave as required by applicable local, state, and federal laws.
- D. Personal. An employee may be granted an extended leave of absence without pay for up to one year (1) for personal reasons. Insurance benefits do not continue during a personal leave of absence. An employee may pay for COBRA during the personal leave. Requests for personal leave must be in writing and are subject to approval by the Executive Director.

Section 15.12 Donating Vacation Time or Sick Leave

- A. ACLU-NorCal has established a Leave Sharing Program which permits temporary salary and benefits continuation for eligible employees who have exhausted all paid leave when an employee experiences a catastrophic illness or injury, an employee is needed to care for a family or household member who experiences a catastrophic illness or injury, or when an employee experiences a major disaster. Employees may apply for the catastrophic leave before all of their paid leaves are exhausted, although they may not take the catastrophic leave until after they have exhausted all of their paid leaves.
- B. A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition that is present for a minimum of seven (7) calendar days, including:
 - 1. A period of illness or injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or a period of illness or injury requiring absence of more than seven (7) calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed healthcare provider; or
 - 2. A period of illness or injury requiring absence of more than seven (7) calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed healthcare provider; or
 - 3. A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
 - 4. A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.); or
 - 5. An absence to receive multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease.
- C. Employees may also draw from an employee-sponsored leave bank if they experience a major disaster. A major disaster is:
 - 1. Declared by the President under the Stafford Act, at 42 U.S.C. § 5170, if it is of such severity and magnitude that an effective response is beyond state and local government capabilities and federal assistance is necessary. The Stafford Act warrants individual assistance or individual and public assistance from the federal government.
 - 2. Declared by the President under 5 U.S.C. § 6391 as a major disaster or emergency.
- D. Regular employees who accrue vacation time or sick leave may donate accrued vacation or sick leave hours to the Leave Sharing Bank for use by eligible recipients. Donations may be made at any time, but Human Resources will facilitate a Leave Sharing Bank donation drive twice each year, at the end of March and September. ACLU-NorCal will also provide notice to IFPTE Local 20 each year in March of how much leave is in the bank and how much has been used over the last year.
- E. An eligible recipient is an employee who:
 - 1. has provided a written request and appropriate verification of a catastrophic illness or injury or (e.g., medical certification) or major disaster to Human Resources;
 - 2. has been granted a leave of absence in relation to a catastrophic illness, injury, or major disaster; and

3. has exhausted all ACLU-NorCal paid leave accruals and is not receiving disability or Workers' Compensation payments.
- F. Employees may donate their accrued vacation and/or sick leave to the Leave Bank. Employees may not donate vacation and/or sick leave that they have not accrued at the time of the proposed donation.
 - G. Non-exempt employees may donate vacation and/or sick leave in hourly increments. Exempt employees may donate vacation and/or sick leave in eight (8) hour increments.
 - H. The maximum donation credited to an eligible recipient's leave account shall be the amount necessary to ensure continuation of the employee's regular salary, paid at the recipient employee's regular rate of pay, during the employee's period of approved catastrophic leave.
 - I. The total amount of time an employee may remain off work on donated leave is six (6) continuous or non-continuous months within a twelve (12) month period.
 - J. The amount of leave donated by a leave donor in any year may not exceed the maximum amount of leave that the donating employee normally accrues during the year. The donating employee must maintain a minimum of two (2) weeks of accrued vacation and/or sick leave for their personal benefit.
 - K. Dependent on availability, eligible employees who seek to donate vacation and/or sick leave must complete the Leave Donation Authorization Form and submit it to Human Resources that will confirm the donor has sufficient leave available to donate. Accrued vacation and sick leave credits shall be transferred hour for hour.
 - L. Adjusted vacation or sick leave balances will be recorded in the ACLU-NorCal's time and attendance system for both the donor and recipient.

ARTICLE 16. EMPLOYEE BENEFITS - INSURANCE PLANS

Section 16.1 Eligibility and Enrollment

ACLU-NorCal will provide group medical, dental, vision, long-term disability, and life insurance (including accidental death and dismemberment insurance plans) for all eligible bargaining unit employees. ACLU-NorCal will also provide an Employee Assistance Program ("EAP"). Plan descriptions are available in the HRIS or from Human Resources.

ACLU-NorCal will continue to maintain a comparable level of coverage for medical, dental, vision, long-term disability, life insurance, and EAP for the duration of this Agreement.

Section 16.2 Enrollment for New Employees

New employees will receive information on the available insurance plans from ACLU-NorCal within the first week (5 days) of employment.

When determining a start date for a new hire, ACLU-NorCal will inform the selected candidate of the parameters of any insurance waiting period requirements as one factor in determining their start date. The

salary and start date will be included in the offer letter to the selected candidate. (Also included in Article 10 – Wages.)

Section 16.3 Enrollment of Dependents and Partners

Eligible employees may enroll eligible dependents, including but not limited to children, and spouse or domestic partner, within thirty (30) days of the dependent’s obtaining eligible status (e.g., birth, adoption, legal guardianship, marriage, or domestic partnership) or during open enrollment.

Section 16.4 Medical Insurance

Medical coverage will be provided at ACLU-NorCal’s expense, covering one hundred percent (100%) of all premiums for all eligible employees, their spouse or domestic partner, and eligible dependents.

ACLU-NorCal shall provide at least two (2) different health plan options: at least one (1) health maintenance organization (“HMO”) and at least one (1) preferred provider organization (“PPO”), and/or other comparable alternative options.

Medical plans offered by ACLU-NorCal shall continue to provide coverage for the full range of gender-affirming care, including but not limited to cosmetic procedures for treatment of gender dysphoria, based upon medical necessity.

Section 16.5 Dental Insurance

Dental coverage shall be provided at ACLU-NorCal’s expense, covering one hundred percent (100%) of all premiums for all eligible employees, their spouse or domestic partner, and eligible dependents.

Section 16.6 Vision Insurance

Vision coverage shall be provided at ACLU-NorCal’s expense, covering one hundred percent (100%) of all premiums for all eligible employees, their spouse or domestic partner, and eligible dependents.

ACLU-NorCal shall provide a reimbursement for the purchase of glasses or contacts for all eligible employees, their spouse or domestic partner, and eligible dependents. The reimbursement shall be up to three hundred dollars (\$300) per year per covered person.

Section 16.7 Life Insurance and Accidental Death and Dismemberment

Life and accidental death and dismemberment insurance shall be provided at ACLU-NorCal’s expense for all eligible employees in the amount of one and a half (1.5) times the employee’s basic annual earnings (rounded up to the nearest thousand dollars), up to four hundred thousand dollars (\$400,000) maximum per employee.

Employees will designate a beneficiary for life insurance when enrolling for the benefit and may change the beneficiary at any time by updating the HRIS.

Section 16.8 Short-term Disability Insurance (SDI)

Employees may be eligible for short-term disability insurance benefits through the State of California SDI program for a non-occupational injury or illness.

Section 16.9 Long-term Disability Insurance (LTD)

Long-term disability insurance shall be provided at ACLU-NorCal's expense for all eligible employees.

Long-term disability insurance will cover sixty-six percent (66%) of eligible employees' monthly income, up to a maximum of eight thousand dollars (\$8,000).

Long-term disability insurance takes effect after thirty (30) days of disability. ACLU-NorCal shall notify employees of their eligibility for this benefit.

Section 16.10 Employee Assistance Programs

An Employee Assistance Program ("EAP") shall be provided at ACLU-NorCal's expense for all eligible employees. Services covered by the EAP could include:

- Financial planning, including debt management, investment, training, and services
- Language and translation assistance
- State benefits navigator services
- Patient navigator services
- Adoption navigator services
- Child care navigator services
- Elder care navigator services
- Mindfulness and meditation training
- College counseling
- Sessions with a licensed mental health professional

Section 16.11 Voluntary Insurance

ACLU-NorCal shall offer the following voluntary insurance benefits which will be paid at the employee's expense: additional life and accidental death and dismemberment insurance beyond the coverage above, legal services, and pet insurance.

Section 16.12 Dependent Care Flexible Spending Account (Dependent Care FSA)

ACLU-NorCal shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested eligible employees. Employees of ACLU-NorCal may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through such a Dependent Care Flexible Spending Account.

Section 16.13 Health Flexible Spending Account (Health FSA)

ACLU-NorCal shall provide an employee self-funded Health Flexible Spending Account for all interested eligible employees. Employees of ACLU-NorCal may reduce their salaries and use pre-tax dollars to pay for qualified medical expenses not covered by the medical insurance policies through the Flexible Spending Account.

Employees will be permitted to use FSA amounts remaining from the previous year to pay for qualified medical expenses during the period of up to two months and fifteen (15) days immediately following the end of the plan year. If the IRS permits a greater timeframe than two (2) months and fifteen (15) days, employees will be permitted to utilize the greater timeframe.

Section 16.14 Family Planning/Fertility Benefits

ACLU-NorCal will provide a family planning/fertility services benefit by establishing a health reimbursement account for eligible employees for family planning/fertility services.

To be eligible for the benefit, employees must have successfully completed the provisional period. They must be full-time or part-time benefited employees, (i.e., working 20 or more hours per week and covered by a medical plan provided by ACLU-NorCal). The benefit is exclusively available to eligible employees, employees' spouses, or domestic partners. The benefit is not extended to employees' other dependents.

ACLU-NorCal will make best efforts to begin providing this benefit at the start of the plan year following ratification of this Agreement (i.e. June 1, 2024). Thereafter, the benefit will be available for employee's use on the first day of the month following their successful completion of the provisional period. Employees are eligible to use the benefit only during the time of their employment at ACLU-NorCal.

Under the benefit, employees may spend up to ten thousand dollars (\$10,000) per year on family planning/fertility services that are not available through or not covered by ACLU-NorCal-provided medical insurance. Employees may rollover any unused funds each year with a maximum lifetime benefit of twenty-five thousand dollars (\$25,000) in total. The annual and lifetime limit is a total encompassing both eligible employee and employee's spouse or domestic partner.

Employees who do not expend the funds within the term of this Agreement shall forfeit their right to utilize the benefit.

The funds shall be excluded from the employee's income under the federal tax code to the extent possible. For example, at the time this Agreement was made, funds that are expended for infertility treatments are non-taxable to the employee; elective family planning services (e.g., egg/sperm freezing, surrogacy, adoption(s) are not medical care; and, therefore) are taxable income to the employee.

Employees may spend the funds only on expenses directly related to fertility treatments (i.e. in vitro fertilization), fertility testing, fertility preservation (i.e. oocyte cryopreservation, or egg freezing), surrogacy, or adoption of a minor. Specific coverage is governed by the terms, conditions, and restrictions set forth in controlling benefit plan documents, which take precedence over any summary of services, including those provided above.

ACLU-NorCal reserves the right to delegate the administration of the family planning/fertility services and the distribution of the funds to a third-party vendor in accordance with the terms and conditions outlined in this Section 16.14.

ACLU-NorCal is providing this benefit as a pilot program, and it will not automatically carry over to a successor agreement. Both parties shall assess the efficacy of the program, considering such factors as utilization, program outcomes, benefits, costs, and potential alternatives prior to the end of the term of this Agreement.

Section 16.15 Annual Insurance Plan Review

ACLU-NorCal will consider staff feedback to ensure that health, dental, vision, and other benefit plans meet the needs of employees.

ARTICLE 17. RETIREMENT AND OTHER BENEFITS

Section 17.1 Retirement Plan

ACLU-NorCal participates in the National 401(k) Defined Contribution Plan. Participation of employees will be administered in accordance with the most current plan document.

Employees hired prior to April 1, 2009, will participate in the National ACLU pension plan.

Section 17.2 Commuter Benefits Program

ACLU-NorCal shall provide pre-tax transportation benefits to employees in accordance with the San Francisco Commuter Benefits Ordinance. Employees of ACLU-NorCal may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to the allowable limits. Qualified parking means: (a) parking on or near the business premises of ACLU-NorCal; or (b) parking on or near a location from which employees commute to work via mass transit, a vanpool, or carpool. Certain transit passes, as available, may also be purchased through this Program.

Eligible employees may participate in telecommute work as defined in the Telecommute Work Policy in Article 12.

ACLU-NorCal will also provide a monthly stipend for transit or vanpool expenses to bargaining unit employees not eligible to telecommute equivalent to the price of the San Francisco Muni "A" Pass (including BART travel) up to the amount of one hundred dollars (\$100) per month.

Section 17.3 Personal Electronic Devices and Internet Reimbursement

ACLU-NorCal shall provide bargaining unit employees with a stipend of ninety dollars (\$90) total per month for use of home internet and cell phones, for work-related purposes.

Section 17.4 Reimbursement of Work-Related Expenses

ACLU-NorCal shall reimburse employees for all actual work-related expenses incurred by the employee in the course of the employee's appropriate work activities, including but not limited to filing fees, copying costs, meals, and transportation.

ACLU-NorCal will issue payment for eligible reimbursements within thirty (30) days of submission.

Section 17.5 Reimbursement of Travel Expenses

ACLU-NorCal shall pay for all reasonable business travel expenses of employees when such travel is required to perform ACLU-NorCal business.

For meal expenses, employees may choose to either submit receipts for their actual meal expenses or use the per diem rate. Employees may only use one method of reimbursement for an entire trip and may not combine the two. If an employee elects to use the per diem rate, ACLU-NorCal shall provide the full amount of the per diem to the employee up front, using the "Meals & Incidentals" rate established by the Government Services Administration ("GSA") for each day of travel. Per IRS regulations, for the first and last days of travel, the per diem is 75% of the GSA rate. For per diem expenses, the employee's report will include the business purpose of the trip, date and place of the trip, and receipts for lodging.

Bus, train, rental car, taxi/car service fares, mileage, parking, and bridge tolls, among other transportation costs for approved business purposes, will be reimbursed upon presentation of reimbursement requests with appropriate receipts. Work-related use of a personal vehicle shall be reimbursed at the prevailing IRS rate per mile, plus parking and toll charges. Use of an employee's personal vehicle requires proof of insurance for that vehicle. Use of public transportation to a work-related event will be reimbursed at the actual cost of the public transportation.

ACLU-NorCal will issue payment for eligible reimbursements within thirty (30) days of submission.

Section 17.6 Other Benefits

ACLU-NorCal agrees to maintain employee access to DeleteMe, a site that removes employee's personal data from other internet sites, or a comparable service.

ARTICLE 18. NO DISCRIMINATION OR HARASSMENT

ACLU-NorCal is an equal employment opportunity employer and does not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, military or veteran status, marital status, family responsibilities, caregiver status, sexual orientation, gender identity (including transgender status), gender expression, weight, height, linguistic characteristics (such as accent and limited English proficiency where not substantially job-related), citizenship status, status as a victim of domestic violence, sexual assault, or stalking, HIV/AIDS status, or any other basis prohibited by law. ACLU-NorCal also prohibits discrimination based on a perception that an individual has any of the characteristics of the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or is perceived to have, any of those characteristics.

ACLU-NorCal commits to making the work facilities barrier-free and accessible for all applicants and employees in accordance with the law and will make reasonable accommodations in accordance with the law, provided such accommodations do not constitute an undue hardship.

ACLU-NorCal will establish and maintain a work environment for its employees that is free from all forms of discrimination, harassment and/or retaliation. Such conduct will not be tolerated by ACLU-NorCal, either by its employees or agents, including supervisors, non-supervisors, and directors, or by non-employees such as job applicants, volunteers, clients, or employees of vendors or outside contractors. ACLU-NorCal's policy regarding discrimination, harassment and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Employee Handbook.

ARTICLE 19. CONTRACT ADMINISTRATION

Section 19.1 Grievance and Arbitration Procedure- Purpose

- A. The Parties jointly establish a grievance procedure to effectively and efficiently resolve disputes over the interpretation and application of this Agreement. The purpose of this Section is to establish a process for the settlement of grievances relating to claimed violation, misinterpretation, or misapplication of any provision of this Agreement, including but not limited to discharge, suspension, or other disciplinary action.

- B. Because the parties recognize that most disputes are best resolved through informal discussion between an employee and the employee's immediate supervisor, or in the case of a IFPTE Local 20 grievance, between a IFPTE Local 20 representative and a Human Resources representative, such attempted resolution at Step 1 - Informal Grievance is a prerequisite to IFPTE Local 20 proceeding with a Step 2 - Formal Grievance as set forth below.
- C. An employee may elect to have a IFPTE Local 20 representative present during any Step 1 meeting. A IFPTE Local 20 representative shall be present at all subsequent steps of the Grievance and Arbitration Procedure.

Section 19.2 Grievance and Arbitration Procedure - Steps

A. Step 1 - Informal Grievance.

1. In the interest of resolving disputes as quickly and amicably as possible, the grievant, which at this step may be IFPTE Local 20 and/or an employee, may request an informal meeting with the employee's direct supervisor and/or Human Resources to resolve the grievance. Informal meetings at this stage of the grievance procedure will not be considered a waiver of subsequent steps of the Grievance and Arbitration Procedure.
2. Each informal grievance shall be presented by the grievant to the employee's direct supervisor or Human Resources, within thirty (30) days after the employee or IFPTE Local 20 knew, or reasonably should have known, of the event causing the grievance. The grievant shall state the basis for the complaint and the resolution desired.
3. Within ten (10) business days of receipt of the grievance the employee's direct supervisor and/or a Human Resource's representative shall meet with the grievant, which may be IFPTE Local 20 and/or an employee accompanied by a IFPTE Local 20 representative, to discuss the matter and exchange relevant information. The employee's direct supervisor and/or a Human Resource's representative shall provide a written answer to the grievant, including IFPTE Local 20 representative, within ten (10) business days of said meeting.

B. Step 2 - Formal Grievance.

1. If the grievance has not been resolved at Step 1, IFPTE Local 20 may file an appeal on behalf of an employee with the employee's department director, or in the case of a IFPTE Local 20 grievance that is not specific to a single employee, a director-level employee identified by ACLU-NorCal for the purposes of reviewing the Step 2 - Formal Grievance. IFPTE Local 20 shall file this appeal within ten (10) business days of receipt of the Step 1 - Informal Grievance answer.
2. No later than ten (10) business days thereafter, the department director or other designated director-level employee shall hold a meeting with a IFPTE Local 20 representative and, if applicable, the employee(s) IFPTE Local 20 filed a Step 2 - Formal Grievance on behalf of.
3. Within ten (10) business days after the end of the meeting, the department director or other designated director-level employee will respond in writing to IFPTE Local 20's representative and, if applicable, the employee(s) IFPTE Local 20 grieved on behalf of.

C. Step 3 - Executive Director.

1. If the grievance has not been settled at Step 2, IFPTE Local 20 may file a written request for review by the Executive Director with the Human Resources Department within ten (10) business days of receipt by IFPTE Local 20 of the Step 2 answer.
2. The department director or other director-level employee responsible for Step 2 review shall attach copies of the Step 1 and Step 2 responses together with any documents presented at those levels for the Executive Director's review. No later than thirty (30) days after IFPTE Local 20 files the written request for review, the Executive Director shall issue a grievance response in writing accepting, rejecting, or modifying the decision of the department director or other director-level employee. Upon notice to IFPTE Local 20, the timeline for the Executive Director's decision may be extended by ten (10) business days.
3. The decision of the Executive Director shall be final, except as provided by the arbitration procedure in Step 4 below. The Executive Director shall forward a copy of their decision to the Human Resources Department. The Human Resources Department shall forward the Executive Director's decision to the respective parties.

D. Step 4 - Arbitration.

1. IFPTE Local 20 may request arbitration of any grievance which in its view has not been resolved satisfactorily by the Step 3 - Executive Director written response. Any such request must be made within ten (10) business days of receipt by IFPTE Local 20 of the Step 3 written response.
2. If the Parties cannot agree on the selection of an impartial arbitrator, IFPTE Local 20 and ACLU-NorCal shall select an arbitrator from a panel(s) of arbitrators supplied by the Federal Mediation and Conciliation Service using an alternate strike procedure.
3. The parties shall share the cost of the arbitration equally. The arbitrator's decision shall be final and binding on all parties, but the arbitrator shall have no authority to add to, subtract from, or modify in any way, the provisions of this Agreement.

Section 19.3 Grievance and Arbitration Procedure - Time Limits

- A. The time limits in any step of the Grievance and Arbitration Procedure may be extended or modified by written agreement of the Human Resources Director and IFPTE Local 20, with the exception of Step 3. Absent such an agreement, the failure of IFPTE Local 20 to comply with the time limits in the procedure above shall constitute a waiver of the grievance. The failure of ACLU-NorCal to comply with the time limits in this procedure permits IFPTE Local 20 to consider the grievance as denied and allows it to proceed to the next step in the process. Termination grievances may proceed to Step 3 immediately but this is not required if IFPTE Local 20 chooses to initiate the process at Step 1 or Step 2.

Section 19.4 Discipline and Discharge - Right to Representation

- A. An employee may elect to have a IFPTE Local 20 representative present during a discussion regarding job performance or any other matter which may lead to discipline. ACLU-NorCal management shall advise the employee of their right to representation prior to any such meeting.

If the employee chooses to have a IFPTE Local 20 representative present during a discussion regarding job performance or any other matter which the employee believes may lead to discipline, the non-bargaining unit supervisor may also have an ACLU-NorCal management representative present during the meeting.

- B. If an employee requests a IFPTE Local 20 representative as described in paragraph A above, the meeting with ACLU-NorCal management shall commence in a reasonable period of time. Reasonable time shall mean no more than three (3) business days after the initial meeting date.

Section 19.5 Discipline and Discharge - Just Cause

- A. No employee who has completed their provisional period shall be disciplined or discharged without just cause. In determining appropriate disciplinary action, ACLU-NorCal management will consider the severity of the offense or shortcoming and the employee's work record.
- B. All discipline will be administered in a fair and consistent fashion, and in accordance with this Article. If a meeting is held to discipline an employee, that employee may have a IFPTE Local 20 representative present at the meeting. The non-bargaining unit supervisor may also have an ACLU-NorCal management representative present during the meeting.

Section 19.6 Progressive Discipline

- A. After discussion between an employee and ACLU Nor-Cal management at each step of the process below, discipline will be administered progressively in the following way:
 - 1. Informal counseling.
 - 2. Verbal warning.
 - 3. Written reprimand, including required corrective action within a specified period of time.
 - 4. Written Performance Improvement Plan ("PIP") to be given to the employee indicating areas that are below job expectations and identifying specific ways in which the employee may improve performance in a stated reasonable period of time.
 - 5. Termination.
- B. ACLU-NorCal agrees with the principles of progressive discipline and shall apply it in all cases except where gross misconduct by an employee necessitates skipping one or more steps of the disciplinary process set forth above based upon the severity of the employee's actions.

Section 19.7 Documented Discipline

- A. All discipline beyond informal counseling will be placed in an employee's personnel file. In the case of a written reprimand or PIP, the employee shall have the right to comment in writing and such comments will be included in the employee's personnel file. Prior discipline will not be used in assessing future discipline unless said prior discipline occurred within the previous twelve (12) months and is relevant to the current issue.

Section 19.8 Layoff and Recall – Reduction in Staff

- A. If ACLU-NorCal determines that budgetary factors or staff reorganization(s) make it necessary to reduce the hours of the workforce and/or staffing levels, the procedures in this Section shall be followed.

- B. The ACLU-NorCal shall minimize indefinite layoffs for regular staff by first reviewing the necessity for retaining existing limited staff positions within a department. If layoffs of employees become necessary due to staff reductions, employees shall be laid off first according to reverse seniority within general job classification, with the understanding that in all events, ACLU-NorCal shall be permitted to deviate from seniority/pass over employees where, as determined by ACLU-NorCal, there is a need for an employees' skills, qualifications and experience which are not possessed to a similar degree by other employees in the same general job classification and which are necessary to perform the ongoing functions of the department.
- C. When ACLU-NorCal determines that a layoff is imminent, it shall give IFPTE Local 20 such notice that is reasonable under the circumstances, but no less than forty-five (45) days' notice. The notice shall clearly identify and describe the layoff unit and total number of positions which may be affected.
- D. At IFPTE Local 20's written request, within ten (10) working days of the notice set forth above in paragraph C, ACLU-NorCal shall meet and confer with IFPTE Local 20 over the impacts or effects of the layoff on the unit members. During such meetings, IFPTE Local 20 may propose alternatives to avoid layoffs that may be implemented by employees, such as reductions in pay or hours, but ACLU-NorCal shall not be obligated to bargain to impasse over those issues. ACLU-NorCal agrees that it will make an effort to retain employees whenever practicable.
- E. Employees who are affected by the projected reduction in staff shall be given no less than forty-five (45) working days' notice in writing of the projected reduction.

Section 19.9 Layoff and Recall - Severance

- A. Non-provisional employees laid off for operational or financial reasons shall receive severance pay based on their length of employment at ACLU-NorCal pursuant to the following schedule:
 - 1. Affected employees who have served one (1) to five (5) years at the ACLU-NorCal shall receive four (4) weeks of salary continuation. Affected employees who have served five (5) or more years will receive four (4) weeks of salary continuation plus one (1) week of severance pay for each year served over five (5) years. The maximum amount of severance paid under the policy is twenty (20) weeks.

Section 19.10 Layoff and Recall - Rehire Process

An employee who is laid off shall have recall rights for a period of twelve (12) months to be considered for rehire for any job for which they are qualified because they possess the requisite skill level identified in the job posting and are able to perform the job functions. ACLU-NorCal management shall notify all employees with recall rights of job openings and advise them that they may apply for the position(s). Former employees who apply will be given an initial screening interview and if deemed qualified for the position(s) will be rehired before the hiring of equally qualified new employees for those openings. If an employee with recall rights applies for a position and is not rehired, ACLU-NorCal management will so notify that employee. ACLU-NorCal management will advise IFPTE Local 20 of the reason for its decision upon the IFPTE Local 20's request.

- A. Employees with recall rights are responsible for providing Human Resources with updated contact information.

ARTICLE 20. NO STRIKES OR LOCKOUTS

The parties agree that there shall be no lockouts on the part of the Employer nor strikes on the part of the employees during the life of this Agreement or any extension of this Agreement.

ARTICLE 21. SAVINGS CLAUSE


If a provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that portion of this Agreement shall be deemed invalid. Such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision.


ARTICLE 22. TERM OF AGREEMENT

This Agreement shall be effective February 23, 2024, through February 23, 2027. Either Party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed.

American Civil Liberties Union of Northern California and American Civil Liberties Union Foundation of Northern California, Inc.

Engineers and Scientists of California Local 20 IFPTE AFL-CIO & CLC

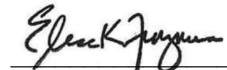

Abdi Soltani
Executive Director


John Mader
President

Date: 05/15/24

Date: 05/15/2024

Approved as to form:


Elise Traynum
General Counsel

Date: 05/14/2024

APPENDIX A – List of Classifications

1. Accounting Assistant
2. Administrative Assistant
3. Advocate
4. Associate Donor Communications and Engagement Manager
5. Associate Giving Officer
6. Associate Intake Program Manager
7. Associate Maintenance Technician
8. Communications Strategist
9. Development Assistant
10. Fellows
11. Legal Policy Assistant
12. Licensed Investigator
13. Organizer
14. Paralegal
15. Porter
16. Research Assistant
17. Writer

APPENDIX B – Wage Scales (Non-Attorney and Attorney)

Non-Attorney Wage Scales as of February 2024

Step	Unit Increase	Scale 1	Scale 2	Scale 3	Scale 4
0	0	\$68,000	\$74,800	\$85,000	\$95,000
1	1	\$68,680	\$75,548	\$85,850	\$96,283
2	1	\$69,360	\$76,296	\$86,700	\$97,565
3*	3	\$71,400	\$78,540	\$89,250	\$101,413
4	1	\$72,080	\$79,288	\$90,100	\$102,695
5**	5	\$75,480	\$83,028	\$94,350	\$109,108
6***	1.5	\$76,500	\$84,150	\$95,625	\$111,031
7	1.5	\$77,520	\$85,272	\$96,900	\$112,955
8	1.5	\$78,540	\$86,394	\$98,175	\$114,879
9	1.5	\$79,560	\$87,516	\$99,450	\$116,803
10	1.5	\$80,580	\$88,638	\$100,725	\$118,726
11	1.5	\$81,600	\$89,760	\$102,000	\$120,650
12****	5	\$85,000	\$93,500	\$106,250	\$127,063
13	1.5	\$86,020	\$94,622	\$107,525	\$128,986
14	1.5	\$87,040	\$95,744	\$108,800	\$130,910
15	1.5	\$88,060	\$96,866	\$110,075	\$132,834
16	1.5	\$89,080	\$97,988	\$111,350	\$134,758
17	1	\$89,760	\$98,736	\$112,200	\$136,040
18	1	\$90,440	\$99,484	\$113,050	\$137,323
19	1	\$91,120	\$100,232	\$113,900	\$138,605
20	1	\$91,800	\$100,980	\$114,750	\$139,888
21	1	\$92,480	\$101,728	\$115,600	\$141,170
22	1	\$93,160	\$102,476	\$116,450	\$142,453
23	1	\$93,840	\$103,224	\$117,300	\$143,735
24	1	\$94,520	\$103,972	\$118,150	\$145,018
25	1	\$95,200	\$104,720	\$119,000	\$146,300

* at Step 3: time-based promotion, 3 units
** at Step 5: competency-based promotion, 5 units total: 1 unit automatic and 4 units competency based
*** at Step 6: scale continues with competency promotion attained. An employee who hasn't attained competency promotion proceeds on scale minus 4 units.
**** at Step 12: time-based and with 2 years at org, 5 units total: 1.5 unit automatic and 3.5 units requires two years of tenure at NorCal
at Step 13: scale continues, illustrating person who has attained prior competency-based promotion and has two years of tenure at NorCal
Employees ahead of the scale, who are otherwise eligible for promotion, receive one-time payment equal to 2 units from assistant to associate, 4 units from associate to specialist, and 3.5 units from specialist to principal.

There are 40 units used for step increases; a unit is equal to the dollar value of the range divided by 40

	Starting	Max	Range \$	Range %	1 Unit of Range
Scale 1	\$68,000	\$95,200	\$27,200	40%	\$ 680
Scale 2	\$74,800	\$104,720	\$29,920	40%	\$ 748
Scale 3	\$85,000	\$119,000	\$34,000	40%	\$ 850
Scale 4	\$95,000	\$146,300	\$51,300	54%	\$ 1,283

Attorney Wage Scales as of February 2024

Step	Year	Salary	Step Increase
0	2023	\$105,000	
1	2022	\$110,000	\$5,000
2	2021	\$115,000	\$5,000
3	2020	\$120,000	\$5,000
4	2019	\$125,000	\$5,000
5	2018	\$135,000	\$10,000
6	2017	\$140,000	\$5,000
7	2016	\$145,000	\$5,000
8*	2015	\$160,000	\$15,000
9	2014	\$165,000	\$5,000
10	2013	\$170,000	\$5,000
11	2012	\$175,000	\$5,000
12	2011	\$180,000	\$5,000
13	2010	\$185,000	\$5,000
14	2009	\$190,000	\$5,000
15	2008	\$195,000	\$5,000
16	2007	\$197,500	\$2,500
17	2006	\$200,000	\$2,500
18	2005	\$202,500	\$2,500
19	2004	\$205,000	\$2,500
20	2003	\$207,500	\$2,500
21	2002	\$208,500	\$1,000
22	2001	\$209,500	\$1,000
23	2000	\$210,500	\$1,000
24	1999	\$211,500	\$1,000
25	1998	\$212,500	\$1,000

*** At step eight, \$15k step increase: \$5k is automatic, \$10k is competency-based promotion.**

At step nine and beyond, scale illustrates having passed competency promotion; attorney who doesn't pass competency promotion would have pay adjusted to not include the portion for competency-based promotion

APPENDIX C – Promotional Chart

Function	Assistant	Associate	Specialist	Principal
	1-year qualifying experience	3 years progressively responsible experience	5 years progressively responsible experience and meets competencies	12 years progressively responsible experience; at least 2 years at ACLU NC
Administrative				
Scale 1	Administrative Assistant	Administrative Associate	Administrative Specialist	Principal Administrative Specialist
Scale 2		_____ Coordinator	Senior _____ Coordinator	Principal _____ Coordinator
Facilities				
Scale 1		Associate Maintenance Technician	Maintenance Technician Specialist	Principal Maintenance Technician
Scale 1		Porter	Senior Porter	Principal Porter
Finance				
Scale 1	Accounting Assistant	Accounting Associate	Accounting Specialist	Principal Accounting Specialist
Communications				
Scale 3		Communications Strategist	Senior Communications Strategist	Principal Communications Strategist
Scale 3		Digital Strategist	Senior Digital Strategist	Principal Digital Strategist
Development				
Scale 1	Research Assistant	Research Associate	Research Specialist	Senior Research Specialist
Scale 2		Development Associate	Development Specialist	Senior Development Specialist
Scale 3		Associate Giving Officer	Giving Officer	Senior Giving Officer
Scale 3		Associate Writer	Writer	Senior Writer
Scale 3		Associate Donor Communications and Engagement Manager	Donor Communications and Engagement Manager	Senior Donor Communications and Engagement Manager
Scale 4			Associate Director of Leadership Gifts	Senior Associate Director of Leadership Gifts

Legal-Policy				
Scale 1	Legal Policy Assistant	Legal Policy Associate	Legal Policy Specialist	Principal Legal Policy Specialist
Scale 2		Paralegal	Senior Paralegal	Principal Paralegal
Scale 3		Associate Intake Program Manager	Intake Program Manager	Principal Intake Program Manager
Scale 3		Investigator*	Senior Investigator*	Principal Investigator*
Scale 4		Advocate	Senior Advocate	Principal Advocate
Organizing				
Scale 3		Organizer	Senior Organizer	Principal Organizer

* Title change is automatic upon certification. Licensed is a differential and would be reflected in title.

SIDE LETTER A: TELECOMMUTE WORK POLICY

The Parties have entered into a tentative agreement on March 22, 2022, the attached Telecommute Work Policy. The Tentative Agreement will allow unit members to be approved for remote work arrangements in accordance with the terms of the Policy while the Parties negotiate the Collective Bargaining Agreement (CBA) and prior to ratification of the CBA.

This Side Letter and the Telecommute Work Policy shall take effect upon being signed by the Parties. The Side Letter and the Policy shall be subject to a final ratification vote when the parties reach a full set of tentative agreements on the CBA.

TELECOMMUTE WORK POLICY

1. PURPOSE AND INTENTION OF THE POLICY:

ACLU-NorCal supports flexible work options for jobs or job duties that can be performed remotely and will incorporate a combination of Telecommuting and on-site work at ACLU-NorCal offices in its staffing for those positions or job duties that can be performed remotely without compromising ACLU-NorCal's core mission.

2. POLICY:

It is expected that ACLU-NorCal employees work in the places and spaces where they need to be to keep the organization's offices and operations running smoothly and to do the jobs they have been hired to do. Telecommuting may be appropriate for some employees and jobs, but not for others. There will be different Telecommute arrangements for different classifications and different employees based upon their role and job responsibilities at ACLU-NorCal. All decisions regarding Telecommute Work Arrangements will be made in compliance with this Policy. It is the policy of ACLU-NorCal to permit employees to telecommute if they are able to perform their work remotely, subject to the discretion of employee's supervisor in consultation with Human Resources.

3. EFFECTIVE DATE:

This Policy shall take effect after COVID-19 pandemic restrictions have been lifted, substantially, and when all ACLU-NorCal offices reopen (the "Effective Date"), but there shall be a transition period as addressed in Section 4 below.

4. INITIAL TRANSITION PERIOD:

There shall be a transition period of at least five (5) months from the Effective Date of this policy prior to requiring employees who are currently telecommuting (due to the COVID-19 pandemic) to return to working in ACLU-NorCal offices. During this transition period employees shall be afforded flexibility and can continue to maintain a full-time telecommute schedule, while necessary arrangements are made, and explore schedules before committing to a long-term Telecommute Work Arrangement. [The Parties agree this Section will be removed from the Policy following completion of the initial transition period and reopening.]

5. TELECOMMUTING DEFINED:

- A. Telecommuting means employees will work outside of ACLU-NorCal's brick-and-mortar offices and will use computers and other communication devices to give them access to the resources needed to complete their jobs while not physically present at an ACLU-NorCal office.
- B. Part-Time Telecommuting: employees work either at their assigned ACLU-NorCal office or at their home based upon a formal or informal schedule set by their supervisor or manager.
- C. Full-Time Telecommuting: employees work from their home office or another off-site location and rarely work onsite at an ACLU-NorCal office.

6. ELIGIBILITY:

- A. ACLU-NorCal reserves discretion to restrict or revoke Telecommuting schedules for reasons consistent with this policy.
- B. Supervisors, and managers, in consultation with Human Resources personnel, have discretion to determine the jobs and job duties that must be performed on-site and the jobs and job duties that are appropriate for Telecommuting. Their decisions shall be based upon operational feasibility, as well as departmental and organizational needs. Human Resources will oversee application of this policy to help ensure any denials are reasonable, consistent, and equitably applied across programs and job functions.

Jobs are appropriate for Telecommuting when the job functions are conducive to working off-site and the employees' physical presence is not necessarily required. Jobs that may not be suitable for regular Telecommuting require employees' physical presence at one of the ACLU-NorCal offices to effectively perform such as receptionist, custodian, maintenance, and operations workers.

In addition, many jobs have at least some job duties that require the employee's physical presence to effectively carry out, such as court appearances, legislative hearings, public hearings, rallies, community forums, etc. Whether working from an ACLU-NorCal office or Telecommuting, employees are expected to carry out those duties in person as the work and circumstances dictate.

- C. Telecommuting Work Arrangements may be a disability accommodation under Title II of the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act. Employees seeking disability accommodations should request them through Human Resources, with the assistance of IFPTE Local 20 if they desire.
- D. This Policy is not applicable to employees who work, sporadically, while on a vacation or while on a leave of absence.

7. JOB POSTINGS FOR TELECOMMUTE WORK:

ACLU-NorCal jobs that are posted on the ACLU-NorCal's applicant tracking system and recruiting software program shall include whether the job may be performed under the Full-Time or Part-Time Telecommuting provisions of this Policy. This information will also be included in public job advertisements.

8. EMPLOYEE ELIGIBILITY AND APPROVAL/DENIAL PROCESS:

- A. Employees are required to request approval to Telecommute thirty (30) or more calendar days before starting a Telecommute Work Arrangement. The exception is when an employee requests a temporary, short-term, Telecommute Work Arrangement to facilitate the management of childcare and/or dependent care and/or other circumstances of an unexpected or significant nature that would allow the employee to continue to perform their work duties.

A request to Telecommute shall not be unreasonably denied, revoked, or modified.

- B. Supervisors and managers in consultation with Human Resources personnel have the authority to approve Part-Time Telecommuting Work Arrangements. Only the Executive Director is authorized to approve Full-Time Telecommute Work Arrangements.

- C. Supervisors and managers will review the employee's request by first confirming with Human Resources that the job is appropriate for Telecommuting and whether Telecommute Work Arrangements are operationally feasible and meet the department's and organization's mission as set forth in Section 2 above. Next, supervisors and managers must decide whether the employee can effectively accomplish their regular job duties and meet job expectations, regardless of work location. Employees must be able to carry out the same duties, assignments, and other work obligations when telecommuting as they do while working on-site.
- D. Once the supervisor or manager has confirmed that the job duties are appropriate for telecommuting, the employee shall propose a Telecommute Work Arrangement that includes their preferred schedule. The employee will then work with the supervisor or manager to create a telecommute agreements that meets the needs of the employee and their program or work group. Supervisors have the authority to approve telecommute agreements.
- E. Supervisors and managers must review requests for Telecommuting on an equitable basis for employees and program units with similar job duties, but they may consider individual factors, including an employee's specific job duties and responsibilities.
- F. Supervisors and managers must verify with the employee that the employee can maintain a safe home-work area and that they can be reasonably accessible by telephone and/or email during assigned work hours. If the supervisor or manager has concerns about the employee's proposed Telecommute Work Arrangement, the supervisor will meet with the employee and identify the specific way the proposed arrangement will impact the staffing and coverage needs of the unit or the employee's ability to perform their job. The supervisor and employee will explore suitable alternatives. Employees must be given the reasons for a denial in writing.
- G. If the supervisor denies an employee's request for a Telecommute Work Arrangement, the employee can appeal the denial to the Director of their department or, if that person was the decision maker, to Human Resources. The employee shall be entitled to a meeting with Human Resources and a IFPTE Local 20 representative, if they choose to include one, to try to resolve the issue. Human Resources will review the denial to determine if it is equitable and necessary to achieve the operational and policy objectives of ACLU-NorCal.
- H. Supervisors and managers may deny requests for Telecommuting Work Arrangements from employees whose supervisors have documented that they are not performing at expected levels or employees who are on a Performance Improvement Plan ("PIP") where the performance issue is related to the employee's telecommute schedule and an increased presence in the office and more in-person interaction with the supervisor is likely to improve the work product.
- I. New employees may request Telecommuting Work Arrangements during the hiring process. New employees do not need to wait until their provisional status has ended before they may telecommute.

9. WORKING IN THE NORCAL REGION:

- A. ACLU-NorCal is a regional member of the American Civil Liberties Union federation, and its territory covers some 48 counties in Northern California. It is preferred that all employees reside in the ACLU-NorCal region and perform their work within a reasonable commuting distance to their ACLU-NorCal assigned worksite.

Supervisors and department directors in consultation with Human Resources personnel shall make a recommendation to the Executive Director about retaining existing employees, who may need to relocate and reside outside of the ACLU-NorCal territory, if they believe that the individual possesses distinctly qualifying skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same classification and which are necessary to perform the ongoing functions of the organization. ACLU-NorCal will generally not hire new employees who reside outside of its region, except in very limited and extenuating circumstances.

To the extent permitted by law, ACLU-NorCal may also consider furthering its workforce diversity, equity and inclusion objectives when making hiring decisions or Telecommuting Work Arrangements for individuals who reside outside of the ACLU-NorCal region.

- B. The Executive Director has the final discretion to approve or deny requests for Full-Time Telecommuting, including Telecommuting from outside the ACLU-NorCal region based on the above criteria.

10. MANAGING TELECOMMUTE SCHEDULES:

While employees and supervisors have the freedom to develop arrangements tailored to employee and departmental needs, the following principles apply. Department managers or supervisors establish the Telecommute schedules for Part-Time Telecommuters who work within their departments subject to the terms of this Policy. Department Directors may establish formal schedules or informal schedules.

A. General.

1. Telecommuting employees must be reasonably accessible by telephone and/or email during assigned work hours.
2. Department managers and supervisors must be mindful that under California law, non-exempt employees who work over eight (8) hours in a day are entitled to overtime even if they did not authorize the work performed during the overtime period.
3. On occasion, ACLU-NorCal may require telecommuting employees to report to their assigned office to work on-site irrespective of their usual schedule. Employees shall be provided with reasonable advance notice of these occasions and requirements. All employees, regardless of their Telecommute Work Arrangement, are expected to travel as needed, on any given day, to any offsite location where their presence is required to effectively carry out their job duties.
4. All department managers, supervisors and employees will be required to sign a Telecommute Work Agreement that will set forth the conditions of the employee's Telecommute Work Arrangements.
5. Employees with Telecommuting Work Arrangements shall be entitled to the same trainings, promotions, and visibility as on-site employees, as well as regular interactions by telephone and email between the employee and the supervisor and weekly check-in meetings to discuss work progress and issues the same as for all employees.

B. Part-time telecommuting

1. A formal part-time schedule means that the employee is required to work on-site at an ACLU-NorCal office on set day(s) each week. For example, employees may be required to work on-site on Tuesdays and Thursdays of each week. An informal schedule means that the employee works on-site at an ACLU-NorCal office a number of days each week or month or on an ad hoc basis as required; however, the employee decides what days they will work onsite. For example, although the employee may be required to work on-site two (2) days each week, the employee will choose which two (2) days of the week they will work on-site.

C. Full-time Telecommuting

1. The Executive Director must approve all Full-Time Telecommute Work Arrangements as set forth in Section 9 above.

11. MANAGING FULL-TIME TELECOMMUTE SCHEDULES:

The Executive Director has final approval of all Full-Time Telecommute Work Arrangements as set forth in Section 9 above.

Full-Time Telecommuters must be reasonably accessible by telephone and/or email during assigned work hours.

On occasion, ACLU-NorCal may require employees with a Full-Time Telecommute arrangement to report to an ACLU-NorCal office to perform work on-site when in-person work is necessary due to operational need. Full-Time Telecommuters must be provided with reasonable advance notice of no less than five (5) business days by email.

Full-Time Telecommuters will not have an assigned office space at any of the ACLU-NorCal offices. If circumstances arise in which Full-Time Telecommuters may need to work in the ACLU-NorCal offices on occasion, temporary workspaces will be made available.

12. AD HOC TELECOMMUTING WORK ARRANGEMENTS:

Ad Hoc Telecommuting Work Arrangements may be approved by the employee's direct supervisor on a temporary basis for circumstances such as special projects, personal circumstances, inclement weather, natural disasters such as fires and pandemics, or internal infrastructure failures. All Ad Hoc Telecommuting arrangements are made for business continuity and employee safety on a case-by-case basis, with no expectation of ongoing continuance.

13. MODIFICATION OR TERMINATION OF TELECOMMUTING WORK ARRANGEMENTS:

- A. Any Telecommuting Work Arrangement may be terminated or modified at any time at the request of the employee, for reasons consistent with the policy after discussing with their supervisor as outlined in Section 8(F) and (G).
- B. Telecommuting Work Arrangements may be terminated or modified by ACLU-NorCal for reasons consistent with this policy after discussions between the employee and their supervisor as outlined in Section 8(F) and (G).

- C. Every effort will be made to provide thirty (30) calendar days' notice of changes to Telecommute Work Arrangements to accommodate commuting, manage childcare, office logistics and other issues that may arise from the termination of a Telecommuting Work Arrangement. There may be instances, however, when a shorter notice period is appropriate.
- D. If, due to a change in circumstances, ACLU-NorCal wishes to modify an employee's Telecommuting Work Arrangements, the employee's supervisor must engage the employee in the process outlined in Section 8(F) and (G) prior to making any changes. When Telecommute Work Arrangements are modified or terminated, employees must be given the reasons for the modification or termination in writing.

14. SECURING CONFIDENTIAL INFORMATION:

Consistent with the ACLU-NorCal's expectations of information security for employees working at its offices, Telecommuting employees will be expected to ensure the protection of the corporation's proprietary information when working off-site. Employees must use secure remote access procedures and any other measures appropriate for the job and the environment that they perform their work in. Employees must maintain confidentiality by using passwords. Employees may not download ACLU-NorCal confidential information or proprietary information onto a non-secure device. Employees may not share their password with others. If any unauthorized access or disclosure occurs, employees must inform ACLU-NorCal helpdesk and their supervisor immediately. In addition, employees will retain any documents or other material, and dispose of any sensitive documents, in a manner that is secure.

15. SAFETY:

- A. According to the California Occupational Safety and Health Administration (Cal OSHA), injuries and illnesses that occur while an employee is working at home, including work in a home office, will be considered work-related if the injury or illness occurs while the employee is performing their job. Employees working off-site or in their home offices should take reasonable steps to ensure that their work environment is safe and free from hazards. Injuries sustained by an employee in any work location in conjunction with their regular work duties are normally covered by ACLU-NorCal's workers' compensation policy.
- B. Employees must report any work injury to Human Resources, immediately, under the same procedures as if they were working at an ACLU-NorCal office.
- C. Employees must provide their work address. Any anticipated change in work location must be reported to Human Resources.

16. EQUIPMENT:

- A. ACLU-NorCal will provide employees who telecommute with equipment that is essential to perform their job duties. ACLU-NorCal will maintain a list of available equipment for Telecommuters and how those employees can access and use those resources.
- B. Employees must keep all equipment safe and avoid any misuse. Equipment supplied by ACLU-NorCal is to be used for business purposes. Employees must sign an inventory of all ACLU-NorCal property received and agree to take appropriate action to keep the equipment safe and to protect the items from damage or theft.

- C. ACLU-NorCal will provide ergonomic home office guidance or resources as needed.
- D. Upon departure, employees shall return laptops, computers, and other equipment to ACLU-NorCal within 3-5 business days of the separation date, unless other arrangements have been made by the employee and ACLU-NorCal in writing.
- E. Employees will receive expense reimbursement to cover reasonable and necessary business-related expenses, subject to reimbursement and finance policies of ACLU-NorCal and in compliance with IRS and other regulations.

17. ADDITIONAL TERMS FOR FULL-TIME TELECOMMUTERS:

- A. Upon hire or designation as a Full-Time Telecommute employee, the Human Resources and the Operations Department will work with the employee to assess their needs and set-up their home office.
- B. Employees may receive an ergonomic assessment upon the request of the employee.
- C. Specific additional reimbursement provisions will apply to Full-Time Telecommuters related to reasonable and necessary business-related expenses. Full-Time Telecommute employees will receive equipment as stated in Section 16 above. Also, they will receive credit to purchase items for their home office from an ACLU-NorCal designated vendor, such as desks, chairs, and lamps. These items shall be owned by the employee and are not required to be returned upon the employee's departure from the ACLU-NorCal.

SIDE LETTER B: THE MOUSE AND THE ELEPHANT-ANTI-RACISM TRAINING

The Parties negotiated and agreed to the following stipulations with reference to the organization-wide anti-racism training provided by The Mouse and The Elephant (“M&E”). It is expected that the M&E training will be completed in April 2024.

1. IFPTE Local 20 and ACLU NorCal agree to bargain as necessary to integrate ideas generated from the M&E-led discussions that arise out of the training into the collective bargaining agreement as long as they are material to workplace conditions.
2. IFPTE Local 20-represented employees who serve or have served on the Anti-Racism Steering Committee as part of the anti-racism training program, shall be provided a non-precedent stipend for their participation on the Committee in the amount of \$150 per module. At the employee’s option, ACLU-NorCal may provide unit members with gifts, prizes, or awards in equal value in lieu of a stipend.

SIDE LETTER C: IMPLEMENTATION OF INITIAL STEP PLACEMENTS AND PROMOTIONS

1. The Parties have agreed that “performance evaluations ... shall begin one (1) year after both job competencies are established and finalized in each department per Article 9 – Non-Attorney Staff Promotions and the performance evaluation form(s) are established and finalized.” See Article 13 – Training and Professional Development, Section 13.2 (Performance Evaluations).
2. Given this delay of at least one (1) year in conducting performance evaluations for unit members generally, the Parties agree to this side letter regarding implementation of the promotions article for employees who, based on experience, are eligible for consideration for a competency-based promotion from associate to specialist levels or from staff attorney to senior attorney. For purposes of this side letter, these employees will be referred to as “eligible employees.” The process shall include a) preparatory steps to implement Article 9 – Non-Attorney Staff Promotions and Article 10 - Wages, and b) completing evaluations and promotions for those eligible employees.

Preparatory Steps.

3. Step Placement. Implementation of promotions within this Side Letter will be consistent with procedures for step placement in Article 10 - Wages, Section 10.2.

Non-Attorneys Employed at Ratification: Thirty days from the date of ratification, ACLU-NorCal will start the process of developing the criteria and guidance for non-attorney step placement (see paragraphs C and D of Article 10, Section 10.2). Within one hundred and twenty (120) days of the date of ratification, or as soon as practicable understanding that the process entails steps by Human Resources, managers, employees, and IFPTE Local 20, ACLU-NorCal will place non-attorney employees on the new scales and determine if any additional step increases are needed for that employee or if the employee is ahead of their step placement.

For any employee who receives an additional increase in pay due to step placement, the increase will be retroactive to April 1, 2024 (i.e. the employee will receive the difference between their step placement pay and their pay as of April 1, 2024, for all hours worked since April 1). Employees who are eligible for competency-based promotions below will receive the portion of their step increase that is not associated with the promotion.

4. Eligibility. Following the step placement process, those non-attorney employees who are at five or more years of experience, but who are not designated at specialist or principal level, will be eligible for consideration of promotions described in this letter. Likewise, attorneys who are at eight years from date of graduation from law school but who are not designated at senior attorney level, will be eligible for consideration of promotions described in this letter.
5. Competency Development. Implementation of these promotions will be conducted after completion of the job competencies described in Article 9 – Non-Attorney Staff Promotions. After the job competencies are “established by the Department Director for each department in consultation with Human Resources,” but before the potential Labor-Management Committee (“LMC”), each Department will hold a meeting with affected employees to provide an overview of the competencies and how they are intended to be applied. If the LMC is held and any changes are made to the competencies, the Department will communicate such changes to the affected employees to provide an updated overview of the competencies and how they are intended to be applied. Each Department shall establish its competencies within 90 calendar days of ratification.

6. Evaluation Tool. ACLU NorCal will develop the performance evaluation form(s) subject to Article 13 – Training and Professional Development, Section 13.2 (Performance Evaluations).
7. Once the job placements, competencies, and evaluation tool are implemented, the evaluation tool will be used to evaluate eligible employee's eligibility for promotion.
8. Employees who receive a competency promotion under this Side Letter will receive any additional increases associated with the promotion prospectively subject to Article 10 - Wages, any pay retroactive to April 1, 2024.
9. Both parties recognize that the time it will take to complete the processes described in this side letter (including for step placement and competency promotions and the corresponding changes in employee pay) are impacted by levels of review and engagement by unit members, managers, Human Resources, and IFPTE Local 20.

SIDE LETTER D: LEGACY STEP PLACEMENTS

The Parties agree that the pre-Agreement status quo pay practices will continue for non-legal fellows and advocates, during their fellowships or employment, as of the date of ratification of the Agreement, i.e., they will be paid according to the attorney pay scale.

SIDE LETTER E: ARTICLE 15, VACATION HOLIDAYS AND LEAVES, SECTION 15.3

In addition to Section 15.3 Sick Leave, full-time employees are entitled to up to eighty (80) hours of COVID-19 Supplemental Paid Sick Leave each year under ACLU-NorCal's COVID-19 Prevention Program ("CCP"), Section XI. Return to Work. That amount is prorated for employees who work less than full time.

See ACLU-NorCal's CPP for more details.

This COVID-19 Supplemental Paid Sick Leave will not carry over to a successor agreement, automatically.