

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**Legal Services Staff Association  
National Organization of Legal Services Workers  
International Union UAW, Local 2320, AFL-CIO**

**and**

**Legal Services for New York City**

**July 1, 2006 to June 30, 2009**

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COLLECTIVE BARGAINING AGREEMENT dated as of this 15th day of October, 2003 by and between the LEGAL SERVICES STAFF ASSOCIATION, National Organization of Legal Services Workers, International Union, UAW, Local 2320, AFL-CIO, (the "Union") and LEGAL SERVICES FOR NEW YORK CITY (LSNY) and THE DELEGATE CORPORATIONS OF LSNY and any other PROGRAM, DIVISION, or PROJECT administered by LSNY (LSNY, Constitutive Corporations (CC) and the Other Programs, Divisions or Projects being hereinafter referred to as the "Employer"), effective as of and retroactive to *July 1, 2003*, DECLARE:

## **1.0 THE UNION/MANAGEMENT RELATION**

### **1.1 Union Recognition**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Employer listed in the classifications described in the Office of Collective Bargaining Decision No. 46-47 (Docket Nos. RU-340-72, RE-25-73 and RE-70-74) dated September 9, 1974 supplementing Decision No. 85-73, dated October 29, 1973, as follows: Reginald Heber Smith Fellows, Senior Social Worker, Social Worker, Senior Attorney, Staff Attorney, Legal Services Assistant, Investigator, Staff Secretary, Executive Secretary, Clerk Messenger, Community Aide, Coordinating Attorney, Law Student paid 100% from LSNY budget, Assistant Bookkeeper, Maintenance Person, Switchboard Operator, Receptionist, Law Graduate, Food Law Training Coordinator, Process Server, Food Law Research Coordinator, Intake Officer, Mailroom Specialist. Some of these titles were not part of the OCB ruling but were subsequently added by mutual agreement of the parties. All Unit Director classifications originally certified as Union lines, have subsequently been removed from the unit on consent. Any additional titles created during the term of the Agreement shall be represented by the Union, if appropriate.

### **1.2 New Programs**

Furthermore, any employees of newly created or affiliated programs, divisions or projects shall be accreted to the unit and such program, division or project, shall be considered an Employee for all purposes, subject to the following: The parties shall meet to determine whether these entities and their employees shall be subject to the terms of this Agreement in light of applicable labor law. If there is no agreement between the parties and the matter is submitted to arbitration, the arbitrator shall be bound by applicable labor law.

### **1.3 Employees of New Programs**

Any employee of newly created or affiliated delegate corporations shall be accreted to the unit and such corporation shall be considered an Employer for all purposes.

### **1.4 LSC Communications**

The Employer will provide copies to the Union of all non-confidential communications from the Legal Services Corporation which are distributed to all Legal Services Corporation grantees nationally, except for communications which appear in the Federal Register.

### **1.5 Non-Managerial, Non-Union Workers**

(A) The parties recognize that the presence of large numbers of non-managerial, non-Union workers undermines the proper role of the Collective Bargaining

Agreement, thus the Employer agrees not to allow such workers to work in such numbers as will undermine the Collective Bargaining Agreement.

- (B) Grievances regarding this **Section 1.5** may only be initiated by the Union delegate or by a member of the Union's Executive Committee.

## **1.6 Labor Management Committee**

### **(A) Establishment**

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall establish a Labor-Management Committee.

### **(B) Mandate**

The committee shall consider and recommend changes in the terms and conditions of the employment of the employees who are covered by this Agreement. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Labor-Management Committee.

### **(C) Composition**

The committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the Employer shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The Chair for each meeting shall alternate between members designated by the Employer and the members designated by the Union. Committee recommendations shall be reduced to writing for submission to the Employer and the Union.

### **(D) Meetings**

The Committee shall meet at the call of either the Union members or the Employer members at times agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee and to the Executive Director of LSNY and the President of the Union.

## **1.7 Bulletin Boards**

The Employer shall make available to the Union reasonable space for the Union to place a bulletin board in each office. All notices placed on these boards by the Union shall be on Union stationery and shall be used only to notify employees of matters pertaining to Union affairs.

### **1.8 Use of Employer Facilities**

Upon request to the responsible official in charge of a work location, the Union may use Employer's premises for meetings, consistent with this contract, but such meetings may only be held during employee's lunch hours and non-working hours, subject to availability of appropriate space, and must not unreasonably interfere with Employer business. Such notice should be at least twenty-four (24) hours in advance, when possible.

### **1.9 Release Time**

- (A)
1. Union delegates in each office may use reasonable work time for contract administration and grievance processing. A designated member of the Union Executive Committee may substitute for the office delegate to process individual grievances. Necessary parties shall be released from work for attendance at arbitration or contractual committee sessions scheduled during work hours.
  2. In order for all employees to attend shop meetings held on site during lunch hour, the Employer agrees to cover reception, upon 24 hours notice, for no more than one shop meeting per month. Except in emergency situations, it is understood that such shop meetings will be arranged with maximum notice to the Employer.
  3. All other Union activity shall be during non-working time, except seven (7) members may be designated by the Union as its Negotiating Committee and may use reasonable work hours for contract preparation and negotiations.
- (B) The Union President shall be given and shall take five (5) days release time per week. The Employer will pay for the benefits and three days of wages per week of the Union President's salary.

### **1.10 No Strikes**

Neither the Union or any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

### **1.11 No Lockouts**

The Employer shall not lock out its employees during the term of this Agreement.

### **1.12 Agency Shop**

It shall be a condition of employment under this Agreement that all employees covered hereunder shall be members of the Union in good standing, except that if a person chooses not to join the Union, he/she shall pay registration and agency fees to the Union in such amounts as the Union may prescribe. In no event shall the registration or agency fee exceed, respectively, the initiation fees or dues required of Union Members.

## **2.0 CHECK-OFFS/DEDUCTIONS**

### **2.1 Dues/Fees**

#### **(A) Deduction**

Upon written authorization from the employee affected, the fiscal department of LSNY shall deduct from the wages of each employee covered by this Agreement, all such fees and dues as are prescribed by the Union (see Appendix B attached).

#### **(B) Termination for Failure to Pay**

If, within thirty (30) days of employment, an employee fails to be a member in good standing of the Union or fails to pay a registration fee or to commence paying agency fees as stated in **Section 1.12** above, the Employer, upon request by the Union, shall discharge said employee. Upon subsequent failure to maintain membership in good standing or to pay agency fees, the Employer, upon request by the Union, shall discharge said employee.

#### **(C) Opportunity to Pay**

If an employee pays the requisite dues or fees within five (5) days of receiving notice of termination pursuant to **Section 2.1(B)**, the termination shall be rescinded.

#### **(D) Remission to Union**

The Employer shall remit monthly to the Union all Union dues and fees collected pursuant to this Article, no later than five (5) days after receipt by the Employer from its payroll data processing contractor of a statement of the amount withheld from the prior month's payroll checks pursuant to this article.

#### **(E) Suspension During Unpaid Leave**

During any period of unpaid leave of absence, these provisions shall be suspended.

### **2.2 Liability Arising from Enforcement**

The Union shall indemnify and hold the Employer harmless against liability or economic loss that shall arise out of or by reason of action taken by the Employer, which action was requested by the Union under the provisions of this article.

Nonetheless, the Union shall have no obligation to indemnify the Employer if the Employer:

- (A)** fails to notify the Union within ten (10) business days of any suit brought or claim made against the Employer as a result of the operation of this article; or
- (B)** confesses judgment or settles any such claim without the Union's consent; or
- (C)** fails to appear or defend in good faith any suit brought as a result of the operation of this article.

### **2.3 Credit Union Deductions**

The Employer shall deduct such Credit Union payments as authorized in writing by the employee and shall forward said payments to the District 65 Family Federal Credit Union at the time of payment of the employee's paycheck.

### **2.4 UAW V-CAP**

- (A) The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that such employee executed or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" (hereinafter "V-CAP form") (see, Appendix C). The Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked V-CAP form.
- (B) Deductions shall be made only in accordance with the provisions of, and in the amounts designated in, said V-CAP form together with the provisions of this section of the Agreement.
- (C) A properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under applicable V-CAP forms which have been properly executed and are in effect.
- (D) Deductions shall be made pursuant to the forms received by the Employer, from the employee's first Union dues period in the first month following receipt of the V-CAP form and shall continue until the V-CAP form is revoked in writing.
- (E) The Employer agrees to remit said deductions promptly to "UAW V-CAP", care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

## **3.0 RIGHTS OF TEMPORARY, PERMANENT & STUDENT WORKERS**

### **3.1 Temporary Employees**

- (A) A temporary employee who works fourteen (14) or more hours per week shall be deemed an employee within the meaning of this Agreement, entitled to all the benefits and subject to all the burdens thereof, after having worked three (3) months or if the employee has been hired with the expectation of his/her being employed at least three months, except that termination of his/her employment at the end of the period for which he/she has been hired shall not be grievable. The Employer recognizes the Union's concern that hiring large numbers of temporary employees tends to undercut the proper role of this Collective Bargaining Agreement. The Union recognizes the Employer's need to hire temporaries in

individual cases and in circumstances such as grants of funds for limited duration and funds that will not recur. Based upon these mutual recognitions the Employer agrees not to hire temporaries in such numbers as will undermine the Collective Bargaining Agreement.

- (B) A temporary employee employed for less than three (3) months shall have a probationary period equal to the term of employment. Temporary employees employed for three (3) months or longer, shall have the normal probationary period for the classification.

A temporary employee shall be defined as one:

1. Replacing an employee on a leave of absence; or
2. Hired for a period of not more than twelve (12) months; or
3. Hired on a line, the grant for which has not been renewed at least once for at least twelve (12) months.

Any current or newly hired employee not covered by the above definition shall be classified as a permanent employee.

- (C) In the event that a temporary worker is hired, the Personnel Action Form for the hiring of that temporary worker must reflect the reason for which that worker was hired and the rate at which that worker was hired.
- (D) Before a temporary employee is hired as a permanent worker, the permanent position shall be posted in accordance with § 17.9 of the Contract.

### **3.2 Permanent Employees**

A permanent employee who works fourteen (14) or more hours per week, is entitled to all benefits, including but not limited to, prorated sick and annual leave and all health benefits not precluded by the contract with health insurance carriers.

### **3.3 Law Students**

Law Student employees paid 100% out of LSNY's budget shall receive sick leave and those health benefits not precluded by the contract with the health carriers. They shall not accrue annual leave.

### **3.4 Temporary Agency Workers**

No collective bargaining unit position may be filled by a person(s) placed in a program from a temporary employment agency for a period of more than six (6) weeks except where the person(s) is filling in for an employee who is on a leave from which the employee is expected to return. Under this exception the maximum amount of time temporary employment agency work may be used is four months.

## **4.0 HOURS AND DAYS OF WORK**

### **4.1 Overtime/Compensatory Time Generally**

Employees eligible for overtime, who work in excess of thirty-five (35) hours per week from Monday to Friday, shall be entitled to compensatory time off at the rate of one and one half (1 ½) hours off for each hour of overtime worked beyond thirty-five hours. Bargaining unit members shall be paid overtime as per the requirements of law. It is understood that employees who are not eligible for overtime may work extended hours. In light of this, consideration will be given to requests for adjustment of hours in a work day.

For the purpose of scheduling time off, Compensatory Time shall be deemed the same as annual leave and subject to the same terms as provided in § 6.2(A). Compensatory time should be taken within 12 months of the date it is accrued, but the time to take the compensatory time can, for good cause, be extended for an additional six months.

### **4.2 Overtime; Prior Approval**

Prior approval to work overtime must be obtained from the employee's Project Director or Managing Attorney or a person authorized by them to grant such prior approval. Such approval shall not be unreasonably withheld.

### **4.3 Attorney Caseloads**

(A) The parties wish to insure that attorneys zealously represent as many clients as reasonably possible consistent with their obligation to act in accordance with the Code of Professional Responsibility and the program's commitment to provide high quality legal services. In accordance with this principle, if more than forty (40) active cases are assigned to an attorney at one time, the employer will, in a grievance, have the burden of showing that the attorney can handle those cases competently. If fewer than forty (40) cases are assigned to an attorney at one time, the attorney shall, in a grievance, have the burden of showing that the attorney has too many active cases to allow the attorney to handle those cases competently. It is acknowledged that all attorneys have inactive cases and may have a variety of other responsibilities.

(B) Factors to be considered in applying the above standard shall include, but not be limited to, other responsibilities assigned to the attorney besides handling active cases, the number of hours the attorney reasonably spends handling his/her cases, the amount of work reasonably required in particular cases depending on their nature and complexity, and the usual amount of time other attorneys in the legal services program, citywide, spend handling their responsibilities.

(C) Active cases are defined as cases that require:

1. a court or administrative hearing appearance within one month for which meaningful preparations are necessary, or
2. investigation, fact gathering, research, discovery, negotiations or legal writing within one month, or
3. preparation of applications, letters, or other form of advocacy to secure a government benefit.



- (D) The following activities are not to be considered meaningful so as to define a case as active:
  - 1. sporadic contacts with clients, adversaries, or
  - 2. timekeeping, statistical record keeping or case review responsibilities.
- (E) An individual attorney's willingness to handle more than forty (40) active cases shall not set a precedent for himself/herself or other attorneys.
- (F) § 8.2(F) shall govern any caseload grievance.

#### **4.4 Compensatory Time**

##### **(A) Accumulation**

Accumulated compensatory time off may not exceed thirty-five (35) hours, and may be limited to less in the discretion of the employee's Project Director or Managing Attorney. Any accumulation in excess of that amount will be forfeited.

##### **(B) Prior Approval**

No compensatory time off may be taken without the prior approval of the employee's Project Director or Managing Attorney, who shall be given at least twenty-four (24) hours advance notice. Such approval shall not be unreasonably withheld.

##### **(C) Accumulation Not to Be Sold**

No employee may be paid for accumulated compensatory time.

##### **(D) Accumulation at Termination**

Upon termination, an employee will forfeit all accrued compensatory time.

##### **(E) Not for Lunch Hour**

Lunch hours may not be shortened in order to earn compensatory time, or unless the Project Director or Managing Attorney agrees otherwise, to shorten the working day.

#### **4.5 Arrival Time; Grace Period**

There shall be a minimum grace period for arrival in the office of ten (10) minutes per day in each office. Extension of such grace period on an office by office basis shall be allowed in the discretion of the Project Director or Managing Attorney. It is recognized that the grace period is not a reduction of the work week.

#### **4.6 Part-time Work Schedules for people 65 and over**

Requests to reduce hours to 21 hours per week from Employees who are 65 years old or older and who have worked for LSNY for 25 years or more will only be denied because of office or program needs. Permission for and rescission of a part-time work schedule shall be in the discretion of the Project Director subject to the limitation regarding program need and shall not be arbitrable. However, if a Project Director determines, based on office or program needs that the part time schedule should be rescinded, the affected employee will be given no less than one month's notice of the date the employee is expected to return to full-time work. If the employee declines the full-time position, the employee will have the option of accepting a lay-off with recall rights and no

retirement benefits under §5.8 or of accepting a lay-off with no recall rights and with retirement benefits under §5.8.

#### **4.7 Holidays**

**(A) List of Holidays**

Employees shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day (Tues. after 1st Mon. in Nov.)

Veterans Day

Thanksgiving Day & Friday immediately following

Christmas Day

**(B) Holidays Falling on Weekends**

Holidays that fall on a Saturday will be scheduled for the previous Friday and those that fall on a Sunday will be scheduled for the following Monday.

**(C) New York State Dates**

When a holiday is celebrated on different dates by the federal and state governments, the holiday will be celebrated on the date fixed by the state.

**(D) Holiday Court Appearances**

An employee who must make a Court appearance on one of the days enumerated in § 4.7 shall receive an additional leave day in its place. Said day shall not be added to accrued annual leave.

**(E) Annual Notice of Dates**

On or before January 1 of each year, the Employer shall notify all employees of the date on which the enumerated holidays will fall in that calendar year.

#### **4.8 Alteration of Timesheets/Deductions in Pay**

The Employer shall give written notice to the employee of any alteration of the employee's timesheet within three (3) days after making the alteration, except if such alteration will result in a reduction of pay. In such cases, the Employer shall give the employee ten (10) days written notice prior to the alteration taking effect.

## 5.0 ECONOMIC BENEFITS

### 5.1 Continuity of Benefits

The length of service and all benefits flowing there from of an employee who moves between delegate corporations or between LSNY Central Administration and a delegate corporation shall not be impaired by such a move.

### 5.2 Insurance Coverage

(A) The present insurance coverage currently provided by the Employer is the following:

1. CIGNA HealthCare PPO (Policy No. 2367880) which is a group medical/hospitalization plan providing both in-network and out-of-network benefits such as:
  - (a) In network co-payments of \$20;
  - (c) Employee deductibles for out-of network expenses to \$200 per individual and \$400 per family;
  - (d) Co-insurance for out-of-network expenses to 80% of the first \$600 for single and \$1200 for family and 100% thereafter;
  - (e) A prescription drug card benefit which enables employees to purchase prescription drugs at a cost of \$10.00 for generic drugs and \$15.00 for name brands, with no maximum limit.
2. Health Maintenance Organizations providing only in-network benefits. As an alternative to the CIGNA major medical/hospitalization plan, coverage is available through HIP (Policy No. 3738) or EMPIRE BlueCross/BlueShield (Policy No. 234157 TOO). As mentioned above, these plans require employee to use in-network doctors and in-network hospitals. You are responsible for any out-of-network charges you incur.
3. Guardian Life Ins. Company underwrites our dental plan (Policy No. 291131). There are both in-network and out-of-network providers. The annual maximum for benefits is \$1,500.
4. Life Insurance (Policy No. Life – GL 131452) and Accidental Death and Dismemberment coverage (Policy No. VAR 201591) are offered by First Reliance Standard Life Insurance Company. The carrier may change within each three-year period but the terms remain the same. The life benefit pays one-and-one-half times your annual salary to a maximum of \$200,000. The benefit reduces at age 65. The AD&D benefit pays one-and-one-half times your annual salary to a maximum of \$200,000. This benefit reduces at age 70.
5. Short Term Disability is covered by Security Mutual Life Insurance Company (Policy No. GNY40015). All claims must be filed within 30 days of the onset of the disability. The plan does not exceed 26 weeks of paid benefits in a 52 week period. The carrier may change within the three-year contract period, but the terms remain the same.
6. Long Term Disability coverage is carried by First Reliance Standard Life Insurance Co. (Account No. 108694). Eligibility begins after 180 consecutive days of total disability. Maximum total benefit is 60% of monthly earnings up to a maximum of \$6,000 per month.

7. LSNY will arrange to provide educational material to all employees on the availability of the TELDRUG plan, which provides cost savings for mail-order prescription drugs that are used on a regular basis within CIGNA. Empire BlueCross/BlueShield provides ADVANCE RX and HIP provides HIP MAIL ORDER PHARMACY.

**(B) Domestic Partner Insurance Coverage**

The Employer shall provide insurance coverage for the domestic partner of an employee, as well as the legal dependents. In recognition of the added tax burden that results from the disparate treatment in federal and state tax laws of married heterosexual couples and same sex domestic partners, an employee whose health insurance coverage is for himself or herself and a domestic partner shall be reimbursed in accordance with either one of the options listed here:

- a) The employee shall be reimbursed in an amount equivalent to 20% of the cost of the additional coverage for the domestic partner, or
- b) The employer shall “Gross Up” the tax liability such that the employee shall be reimbursed in a net amount equivalent to the tax liability incurred by the employee as a result of the treatment of the additional premium as income to the employee. If this option is chosen, the employee shall demonstrate the additional tax liability by providing exact copies of the filed tax returns of the employee and the domestic partner, as well as a tax return prepared as a joint return for a couple that would be treated as married under the tax laws. These tax returns shall be accompanied by an affirmation (in the case of an attorney employee) or a notarized affidavit (for all other employees), attesting to their financial accuracy.

Reimbursements under this section shall be paid within 60 days of receipt of the required documentation by LSNY’s Human Resources department. It is understood that any tax liability resulting from these reimbursements for employees who select option (a) above, shall be the responsibility of the employee. The parties agree that at such time as the tax laws are modified to eliminate this discriminatory treatment, this clause shall expire.

**(C) Health Insurance Coverage for Spouses and Domestic Partners**

Effective January 1, 2007, the Employer will only provide insurance coverage at the Employer’s expense for an employee’s spouse or domestic partner if the employee certifies in writing on a form to be provided by the Employer and annexed to this Collective Bargaining Agreement, by affirmation (in the case of an attorney employee) or notarized signature (for all other employees), that the employee’s spouse or domestic partner does not have reasonably comparable or superior health insurance coverage from some source other than the Employer. Factors to be considered in determining whether alternative coverage is reasonably comparable or superior include: co-payment requirements, drug plans, deductibles, range of doctors and medical services available. No single factor shall be determinative. The Employer will not make an independent assessment of the comparability of the plans.

- (D) All premiums shall be paid by the Employer, except as otherwise provided for in this contract. (See **Section 6.8 (C)**, new **Section 5.2 (C)**, **5.2 (H)**.)
- (E) Employees shall submit their insurance claims directly to the appropriate insurance carrier. The Employer shall provide each office with appropriate claim forms and other information necessary to process such claims and shall arrange for at least two (2) visits per year by the Employer's health administrator or consultant to each office to explain and answer questions about health coverage, procedures for payment and any other relevant topics.
- (F) In the event of unilateral changes by the carrier, the Employer and the Union shall negotiate and agree upon appropriate alterations in coverage.

**(G) Health Insurance Incentives**

In the first plan year that an employee waives health care coverage entirely by certifying that she/he (and dependents where applicable) receive alternative coverage, he/she shall receive a switch incentive in an amount equivalent to 50% of the current cost of HIP HMO coverage. If an employee waives family coverage and retains individual coverage by certifying that dependants receive alternative coverage, he/she shall receive a bonus of 50% of the difference between the annual cost of HMO coverage for a family and for an individual. These incentives will be 25% in subsequent plan years after the "switch" year.

By January 1, 2004, in order for employees to make informed choices, LSNY will provide detailed information to all employees about four separate health benefit options:

1. the current HIP HMO plan
2. the Empire Health Choice HMO
3. A plan that differs from the plan currently offered by CIGNA by including cost-saving items to be determined, including items such as in-network coinsurance of 90%, out of network coinsurance of 70%, a hospital deduction of \$250, and a 10/20/35 prescription drug plan. ("low")
4. A plan that only differs from the plan currently offered CIGNA as agreed to in the memorandum of agreement dated October 15, 2003. ("high")

By February 29, 2004, each employee will choose his or her health plan. For each employee who chooses to switch to any plan other than high for the plan year from March 1, 2004, to February 28, 2005, LSNY will offer an amount equivalent to 25% of the difference in premiums between that plan and our current CIGNA high plan (or its successor). Payments shall be made to employees on a quarterly basis. These incentives will be 12.5% in subsequent plan years after the "switch" year.

## **H) Retirement Health Insurance**

LSNY shall permit retired employees who have been employed for a minimum of 25 years and are at least 62 years of age to remain in LSNY's group medical plans at their own expense. Eligibility under this provision shall expire upon eligibility for Medicare.

### **5.3 403(B) Retirement Plan**

The Employer shall contribute 7% of gross pay to the plan. Contributions shall be made on behalf of employees with one year or more of service and shall provide for immediate vesting. Eligible employees may contribute to the plan from their first day of hire.

### **5.4 Educational Loan Reimbursement**

LSNY shall establish a fund to assist attorneys with law school debt and social workers with graduate school of social work debt. Benefits provided under this fund will be determined based on household income and assets in the fund and will be contingent upon fulfillment of term-of-employment obligations that will be determined. LSNY will establish a Union-Management Committee to make recommendations for an appropriate mechanism for administration of this fund. The parties agree that the \$60,000 provided for loan forgiveness that was to have been distributed in 2006 based on eligibility during 2005 will be distributed in 2007 based on eligibility during 2006. The plan shall distribute available funds based on level of indebtedness and family income and in accordance with the plan adopted by the LSNY board. Management has the option to continue the loan forgiveness program for the balance of this contract.

### **5.5 Education Fund**

(A) Effective January 1, 1985, the Employer agrees to contribute one-half of one percent (.5%) of the gross pay of Legal Workers to the UAW Education Funds for the purpose of enabling employees to pursue their educational goals and for such other educational and training endeavors as shall be undertaken by the Union and the Employer for the benefit of the employees and the Employer.

(B) This provision shall expire on the date of expiration of this contract unless expressly renewed or renegotiated by the parties. The parties shall meet to discuss this provision and its utilization at least 120 days prior to the expiration date. In the event the UAW Education Fund ceases to exist or the college program it administers ceases operation, the Employer and the Union shall meet to negotiate a new arrangement for the Employer's Education Fund contributions. The new arrangement shall not result in the diminution of the contribution paid on behalf of legal worker employees.

### **5.6 Malpractice Insurance**

The Employer shall maintain for the employees standard malpractice and liability insurance of the scope provided by NLADA. The Employer agrees to pay any deductible required under the malpractice insurance policy and will not seek contribution from any employee regarding such deductible. Eligibility for coverage for the benefits shall not be more restricted than it was at this date. The Employer will notify the Union in advance of any changes in benefits or eligibility proposed by NLADA of which the Employer has

received notice from NLADA. The Employer's failure to provide such notice shall not create any rights or impose any restrictions or liabilities.

**5.7 Salary Conversion Plan**

The Employer shall establish a Salary Conversion Plan which shall facilitate the establishment of employee spending accounts to the extent permissible by law. The plan will be operational January 1, 1994.

**5.8 Retirement Payment**

Employees with 25 or more total years of service in the program, and who commenced working for LSNY prior to January 1, 1980, who give two months' notice of intent to retire, shall be provided the equivalent of 7 percent of annual salary, or \$4,000, whichever is greater, at date of termination.

**6.0 LEAVES OF ABSENCE**

*See also, Paragraph 13.7(C)*

**6.1 Accrual of Annual Leave**

**(A) Generally**

Annual Leave shall accumulate on the first day of each month as follows:

Year of Employment	Total Days	Month of Employment
		123456789101112
1st	23	122222222 2 2 2
Thereafter	28	322322322 3 2 2

During the month in which an employee terminates, he/she shall receive a prorated number of days based upon days worked in that month.

**(B) Cumulative**

1. Annual leave shall be cumulative. There shall be no limitation on accrual, except as outlined in § 6.3 (C) below.
2. During December and June, the Employer will prepare and distribute to each employee a statement of how many accumulated annual leave days the employee will have at the end of that month.

**(C) Basis**

Annual leave shall accumulate on the basis of days worked or while on paid leave other than terminal leave.

**(D) Holiday During Leave**

If a paid holiday falls while an employee is on annual leave, that day will not be deducted from the employee's accrued annual leave.

- (E) **New Employees**  
An Employee begins to accrue Annual Leave on the first day of his/her employment, but new employees shall not be entitled to use Annual Leave until they have completed their probationary period of employment or have been employed for three (3) months, whichever is shorter. During this initial period, however, a new employee may, upon appropriate prior notice to the Project Director or Managing Attorney, borrow up to two (2) days of leave from the accumulated leave that will be available at the end of the initial period.
- (F) Law Students employed full-time during the summer shall not accrue annual leave.

## 6.2 Scheduling of Annual Leave

*See also, § 17.1(C)*

- (A) **Approval**  
Annual leave is to be scheduled subject to the approval of the Project Director or Managing Attorney of the office in which the employee is employed. Annual leave scheduling requests shall be responded to expeditiously and shall not be unreasonably denied.
- (B) **Number of Consecutive Days**  
If the employee so requests, at least twenty (20) annual leave days may be used consecutively.
- (C) **Conflicts**  
In the event of a conflict in the vacation preferences of two employees, intra-office seniority shall govern.
- (D) **Personal Days**  
During each year of employment, up to seven (7) days of annual leave may be taken without notice, although notice should be given, where possible, of the intent to use any annual leave days.
- (E) **Conversion to Sick Leave**  
Upon employee's request, accrued annual leave shall be converted to sick leave in case of serious documented illness.

## 6.3 Payments for Leave Days

Payments of accumulated annual leave days prior to a vacation or upon termination of employment will be made in the following manner:

- (A) An employee who is discharged shall be paid for all accumulated annual leave on the date of the employee's termination, or as soon thereafter as final time records can be received and processed by the LSNY fiscal department.
- (B) An employee who resigns may receive payment for all accumulated annual leave on the date of the employee's termination if a request for such a payment is made to the LSNY fiscal department at least two (2) weeks prior to termination.
- (C) Notwithstanding the above:



1. No employee will be paid for more than forty (40) accumulated annual leave days during the period beginning one (1) month prior to resignation and continuing subsequent thereto. All days above forty (40) will be forfeited.
2. No employee will be paid for more than forty (40) accumulated annual leave days upon termination, other than resignation. All days above forty (40) will be forfeited.
3. No person employed for less than three (3) months shall be paid for any accumulated annual leave days (any days borrowed during this initial period shall be recouped from the last payroll check).

**(D) Accumulated Sick Leave upon termination of long-term employment**

After 20 years of services, and upon termination of employment for any reason, an employee shall be paid the equivalent of one day of pay for each 5 days of sick leave accrued after the date of the signing of this agreement. Sick days accrued by affected employees prior to that date shall be credited at the rate of one day for each 20 days of accrued sick leave. The maximum to be paid under this provision is 45 days. Sick time taken shall be on a first in first out basis.

- (E)** Upon two (2) weeks prior request, checks prepared pursuant to this § 6.3(D) will be prepared, where permissible by law, to preserve a tax with-holding percentage consistent with the percentage applicable to the employee's regular pay check.

**(F) Vacation Leave to Estate**

Upon death of employee, the Employer shall pay administrator or executor of employee's estate the value of the all accrued vacation leave to which the employee would have been entitled, subject to the 40-day limitation.

**6.4 Sick Leave**

- (A)**
1. Annual sick leave shall be taken only for personal illness or when needed to care for a child, spouse, domestic partner or parent who has a serious health condition.
  2. Employees may take up to twelve (12) weeks unpaid leave for a serious health condition that makes the employee unable to perform their job or when needed to care for a child, spouse, domestic partner or parent who has a serious health condition. Any said sick leave taken pursuant to **Paragraph (A)(1)** of this section shall count against the twelve (12) week leave described in this paragraph.
  3. Any medically necessary leave taken pursuant to **Paragraph (A)(2)** above, may be on a reduced schedule or intermittent basis, provided that the employee must attempt to schedule such leave so as not to disrupt the Employer's operations. Reduced schedule leave refers to a reduction in the usual number of scheduled work hours per week or per day. Intermittent leave refers to leaves taken in separate blocks of time due to a single illness or injury, rather than for a continuous period of time.

- (B) An employee is entitled to eighteen (18) sick days annually, which shall accrue at one and one-half (1 1/2) days per month.
- (C) Either the Executive Director of LSNY, or the Project Director, or the Managing Attorney may request documentation of an illness.
- (D) Employees will receive reports of the amount of accrued sick leave as of December and June.
- (E) Sick leave is cumulative.
- (F) Upon separation, an employee shall forfeit all accumulated sick leave, except as provided in § 6.3(D) above.
- (G)
  - 1. An employee who is unable to work because of illness or disability and who has no remaining accumulated sick leave may use accumulated annual leave days in accordance with the usual procedure for annual leave.
  - 2. If an employee has used all accumulated sick leave (and annual leave if he/she chooses to use it), additional sick leave days may be obtained as follows:
    - (a) If the employee has been employed for two (2) full years or more, the Employer will loan up to ten (10) days of sick leave to the employee upon request.
    - (b) If the employee has been employed for less than two (2) years, or has already been loaned ten (10) days pursuant to § 6.4 (G)(2)(a) above, additional sick leave days may be loaned in the discretion of the Executive Director or the Project Director.
    - (c) All loans of sick leave shall be confirmed in writing, signed by the employee and the Employer, with a copy mailed to the LSNY fiscal department;
    - (d) All loans of sick leave shall be repaid by application to the loan of all sick leave accumulated by the employee after the loan, until the loan is extinguished. Any outstanding loans at the time of termination shall be recouped from the last payroll check.
- (H) Unless a definite duration of his/her absence has been established or unless other arrangements have been made with the Project Director or Managing Attorney regarding the absence, an employee absent due to illness shall call in each day of his/her absence.
- (I) An employee who is unable to work due to illness or other disability and receives sick or annual leave pay for more than five (5) consecutive days shall prepare and submit a claim for short-term disability benefits for the benefit of the Employer.
- (J) The employer shall provide continued medical coverage for employees who suffer from a catastrophic illness or injury and who have exhausted all accrued sick, annual and FMLA leave. The standard for eligibility shall be that the employee is unable to work and earn money because of a serious health condition that

incapacitates or is expected to incapacitate the employee for an indefinite period of time or result in death, as demonstrated by medical documentation. All requests for coverage under this provision shall be considered on a case-by-case basis. The employer may have applicants examined by a physician chosen by the employer. Coverage provided under this provision may not be taken intermittently. The maximum period of coverage shall be 3 months.

## **6.5 Bereavement Leave**

- (A) An employee who suffers the death of a spouse or domestic partner, parent, step-parent, sibling, child, step-child, grandparent, grandchild, spouse or domestic partner of a child or stepchild, parent of a spouse or parent of a domestic partner, or live-in mate or non-traditional family member with whom the employee shared an emotional commitment and interdependence, shall be entitled to five (5) days' leave of absence with pay.
- (B) An employee who suffers the death of an uncle, aunt, niece, nephew or member of the same household, shall be entitled to one (1) day's leave with pay if the death does not require travel outside the metropolitan area, or two (2) days if it does require such travel.
- (C) An employee who wishes to extend bereavement leave under 6.5(A) or (B) beyond the days provided in the contract for bereavement leave, may use up to two days of annual leave to extend bereavement leave without using any personal leave days.

## **6.6 Election Day**

Upon notice, an employee will be given two (2) hours off to vote during a primary or general election unless he/she has the full day off as a holiday (see § 4.7 (A)).

## **6.7 Jury Duty**

- (A) An employee who is required to perform jury duty shall receive full pay.
- (B) Any compensation received by the employee as a result of jury duty (excluding transportation and meals) during this period shall be surrendered to the Project Director or Managing Attorney.

## **6.8 Unpaid Leaves**

### **(A) Discretionary Leaves**

1. Upon request, a Project Director may grant an employee a leave of absence without pay at any time. If the leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. However, if the employee's line is vacant, he/she may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
2. Approval of requests for discretionary leaves of absence shall not be unreasonably withheld. It is understood that one ground for refusal to grant discretionary leave may be staffing problems in the employee's office, but not the fact that all legal services offices need additional staff.

**(B) Leaves of Right**

*See also, § 17.1(B) and 17.1(C)*

1. Parenthood leave - see § 6.9
2. The President of the Union is entitled to two (2) leaves of absence per year without pay, upon one (1) month's written notice. Each leave shall not be for less than one month.
3. An employee is entitled to a leave of absence without pay if the employee has been employed for four (4) full years, computed on the following basis:
  - (a) An employee who was hired after a break in service due to termination of employment will be credited with employment only since the most recent date of rehire.
  - (b) Any period of time on unpaid leave of absence will be deducted.
4. The leave of absence established by § 6.8 (B)(3) shall be granted subject to the following conditions:
  - (a) The leave must be for an established period, ending on a date certain, stated in advance of the leave, not less than nine (9) months, nor more than twelve (12) months, after it commences.
  - (b) The employee has a right to return to work on the date certain. However, if the employee's line is vacant, he/she may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
  - (c) Requests for such leaves must be made at least three (3) months prior to the proposed starting date of the leave (the notice period may be shortened by consent of the Employer and the employee).
  - (d) The Project Director may delay the proposed starting date of the leave for up to three (3) months, based only on staffing problems which the Project Director believes may be lessened by the delay, provided that this delay must be decided upon within one (1) month from the date that the employee gives notice pursuant to the preceding paragraph.
  - (e) An employee must wait one (1) year after returning from any leave without pay (of more than three (3) months) that commenced prior to the signing of this Agreement and two (2) years after returning from any leave without pay (of more than three (3) months) that commences after the signing of this Agreement, before taking the leave of absence granted under § 6.8(B)(3). The Project Director may waive the provisions of the preceding sentence. For purposes of this paragraph, Parenthood Leave shall be excluded.
    1. In offices of less than seven (7) full-time attorneys (including management but excluding volunteers), only one (1) attorney and one (1) legal worker may be on the leave as of right provided in § 6.8(B)(3).
    2. In offices with seven (7) or more full-time attorneys (as calculated above), three (3) employees may be on such leave at one time. If two (2) or more employees wish to

take a leave as of right pursuant to this subsection in such a fashion that mutual exercise of the right will exceed the office quota, the employee with the longer period of consecutive employment in the office shall be allowed to take the first leave. This total of three (3) may include no more than two (2) attorneys.

- (C) The Employer will continue insurance coverage, to the extent permitted by the insurer, for employees on any unpaid leave, at the employee's expense and upon advance written request accompanied by payment of the first premium involved. It is the understanding of the Employer and the Union that the plan in effect as of December 1, 1977, permits such coverage.

## **6.9 Parenthood and Maternity Disability and Leave**

- (A) Maternity disability shall be treated the same as all other disability for purposes of leave and benefit provisions.
- (B) Upon thirty (30) days notice, when it is foreseeable (or as soon as practicable when 30 days notice is not practicable), of intent, and upon three (3) week's notice of the specific proposed starting date, an employee, male or female, shall be entitled to a leave of absence of up to twelve (12) months for a new child of said employee. She or he may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave, to be taken as full or half days. She or he will also be entitled to one additional month of health insurance coverage above the coverage required under the Family Medical Leave Act.
- (C) Parenthood leave shall be available to parents of newborn or newly adopted children. Parenthood leave shall also be available to the employee whose domestic partner is the biological or adoptive parent of the child.
- (D) For all parenthood leaves, a date certain shall be set for the employee's return to employment. However, if the employee's line is vacant, he/she may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
- (E) Any employee who desires to work part-time during the term of any parenthood leave shall be permitted to do so, if a position is available. The Project Director may agree to employ the employee on a part-time basis if such employment is feasible and reasonable to the working of the project.
- (F) LSNY shall provide paid parental leave according to the following schedule:

After 1 year of service: 3 weeks

After 3 years of service: 6 weeks

Such leave may be taken in full or half days and shall run concurrently with FMLA leave and with the leave of absence described in **Section 6.9 (B)**.

## **6.10 Accrual of Benefits During Leave**

An employee shall be deemed to be accruing length of service credit while on a leave of absence taken as of right and for no more than a total of twelve (12) months while on a discretionary leave, for all benefits related to or dependent upon length of employment, except that length of service credit will not accrue for employees with less than two (2) years of employment, exclusive of unpaid leave, prior to a discretionary leave of absence, or for employees with less than one (1) year of employment, exclusive of unpaid leave, prior to a leave of absence as of right. However, length of service credit will accrue for leaves in effect as of the date this Agreement is signed.

## **7.0 JOB TENURE**

### **7.1 Termination After Two Bar Failures**

A Law Graduate, even when a probationary employee, may not be fired solely for first failure of the bar exam. However, employees who have failed the bar exam on two occasions shall be terminated, except upon waiver of this provision by the Executive Director. To obtain this waiver, the Project Director must submit a written recommendation to the Executive Director within thirty (30) days after publication of the results of the most recent Bar Exam in the New York Law Journal. A request for a waiver must state a description of the duties the employee will perform, the employee's usefulness to the program and the program's need to retain the employee. In the event that the Project Director decides not to request a waiver, he/she shall so advise the Executive Director in writing.

### **7.2 Reggies**

- (A) If a Reginald Heber Smith program offers to renew the contract of a Fellow assigned to the Employer, the Employer agrees to accept the renewal.
- (B) If a Fellow is admitted to the Bar and has been rostered before or during the term of his/her Reggie Contract and that contract is not renewed, the Fellow shall have a right to the first vacant attorney line in the program in which he/she worked as a Fellow. Such a right must be exercised within a reasonable period of time.
- (C) When such a Fellow moves to a Staff Attorney line in the same program, his/her benefits of employment shall not be impaired or reduced by such a move. Upon termination of employment for any reason, including the termination of his/her Reggie Contract, the Fellow shall receive the same payout benefits due any other terminated employee under the Agreement.

### **7.3 Layoffs**

*See also SIDE LETTER re: § 7.3(D) and § 7.3(E) contract 03/06*

#### **(A) Generally**

Layoffs shall only be implemented for good faith economic or business related reasons. Should the Employer ("Employer" includes any or all of the entities referred to in the preamble to the Agreement, whether acting singly or in concert) determine to implement layoffs, the following shall apply:

1. Layoffs shall be implemented within classification within each project. The Project Director shall determine the employees to be laid off within each classification as follows:

- (a) Within each classification, employees with less than one (1) year of seniority in the classification shall be laid off first, their order of selection to be determined as provided in § 7.3(A)(1)(b) below. After this group of employees is wholly exhausted, layoffs shall be made from among the employees with less than three (3) years of service within the classification, their order of selection to be determined as provided in § 7.3(A)(1)(b) below, then from employees with less than 8 years in the classification; then from employees with less than 13 years in the classification; then from employees with less than 18 years in the classification. Employees with 18 or more years of service will be laid off in seniority order only, except with respect to an affirmative action consideration as discussed below.

Notwithstanding the requirement to exhaust the classification pool of employees in a lower seniority group before the layoff of an employee in a higher seniority group, the Project Director, because of an affirmative action consideration, may retain an employee or employees in a lower group or groups in the classification while employees in a higher group or groups in the classification are laid off.

- (b) Layoffs within each seniority group shall be implemented in inverse classification seniority order, except that the Project Director when considering the entire seniority group of employees in the classification shall consider affirmative action and may vary from seniority order either
1. (i) because of an affirmative action consideration or
    - (ii) because of relevant foreign language skills needed for client services. The employer shall have the burden of proof of demonstrating that the foreign language skills of the person are needed for client services and a variance from seniority order under this provision may not be applied to more than one person per language per year per program and may not be used for more than two languages in the same program per 12 month period. Or
    - (iii) because of other unique skills or knowledge of substantive law needed for a particular position as reflected by a requirement of a contract or grant from a funder that cannot with a good faith effort be modified. However, a variance from seniority under this provision may not be applied to more than one person per program per 12 month period.
  2. In the event the Union seeks to arbitrate a layoff out of inverse seniority order, any such arbitration shall utilize the expedited grievance procedure under § 8.2(B) without the stay provision.

3. A supervisory, managerial or other non-bargaining unit employee who returns to or assumes a bargaining unit position, shall be granted full credit for employment in such a non-bargaining unit position for all purposes for which length of employment may be relevant under the Agreement.
4. Employees on leave of absence shall be considered active employees in the classification in which they were employed at the time they began their Leave of Absence.
5. An employee and the Union delegate and LSSA President shall be provided with thirty (30) days notice of employee's layoff (notice of layoff). Said notice shall state the nature of the economic or business related reason for the layoff. At least twenty (20) days prior to providing a notice of layoff(s) to an employee or employees, the Employer will notify the Union delegate that a layoff or layoffs will be implemented for good faith economic or business related reasons (notice of intent to layoff). The Employer shall consider any alternative proposals provided by the Union. The presenting of such proposals and/or the Employer's considerations with regard thereto shall not in any way interfere with or restrict the Employer's right to effectuate the layoff(s) as scheduled.

If within five (5) days of the notice of intent to layoff, the Union delegate and LSSA President request to bargain over alternatives to layoff, bargaining shall commence. Either party shall have the right to declare an impasse. After impasse, or when the twenty (20) days of notice of intent to layoff has expired, whichever is later, the Employer can implement layoffs. The Union will retain the right to grieve and arbitrate the issue of whether layoffs are being implemented for good faith economic or business related reasons.

6. For purposes of this provision, Legal Services Assistant and Senior Legal Services Assistant and Staff Attorney and Senior Staff Attorney shall each be considered one classification.
7. If an Executive Secretary is scheduled to be laid off he/she has the option of "bumping" the Staff Secretary in the project with the least seniority, if the Staff Secretary has less seniority than the Executive Secretary. An Executive Secretary exercising this right to bump shall be placed at the same step of the Staff Secretary salary schedule as his/her step on the Executive Secretary schedule.
8. After the Employer schedules a layoff, whether or not the specific employee has yet been named, an employee in the classification may elect to volunteer to be laid off and such election shall be honored, and retain his/her eligibility for severance pay.
9. The Employer need not layoff "Reggies" when making layoffs so long as 80% or more of the funding for the "Reggie" is secured from the Reggie program or other outside sources.
10. Classification seniority shall be defined as an employee's entire period or periods of active employment in the classification within any Project. Classification seniority shall include Reggie and/or VISTA time with the Employer in the same classification. An employee designated to be laid



off who was promoted from another classification shall be given seniority credit for 50% of his/her time in such prior classification, for purposes of the layoff provision.

11. Employees retained after a layoff may be assigned to a different office within the project because of workload and/or staffing considerations.

**(B) Redesign**

1. Program redesign decisions mean general policy decisions to fundamentally restructure the program as a whole, within the sole authority of the Board, as determined by the Board. Program redesign decisions shall not include decisions relating to day-to-day matters involving the operation of the program.
2. It is recognized that before the Board of Directors exercises its decision making prerogatives with regard to program redesign, it should seek input from the employees of the program. To that end, one of the following procedures shall be followed:
  - (a) A draft of the proposal for redesign, merger, reorganization, consolidation, or other successor agreement(s) will be distributed to the Union three (3) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. Where practical, the draft will be distributed up to six (6) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. In order to insure that the Board members considering the issue have the opportunity to engage in a meaningful discussion with the Union at that meeting with regard to any proposed changes submitted by the Union with regard to the proposed plan, all comments must be submitted, in writing, at least one (1) week prior to the scheduled meeting.
  - (b) If the Board of Directors determines to develop its redesign plan in consultation with representatives of the employees, whether through public hearings, multi-lateral ad hoc committees or otherwise, in lieu of the procedure in paragraph one (1) above, the product of that consultative process will be distributed at least ten calendar days prior to the meeting at which the proposal is to be considered and decided upon. All comments on that proposal shall be submitted in writing at least five (5) calendar days in advance of that meeting.
3. Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the merged, reorganized, consolidated or successor entity or entities shall recognize the Union as the collective bargaining representative of the employees covered herein and be bound by the terms or the collective bargaining agreement in effect at the time of the merger, consolidation, reorganization or other successorship for the remainder of the period of the agreement.
4. Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the acquiring entity or entities retain the employees by seniority.

5. The Employer will provide the Union with written notice that it has complied with § 7.3(B)(3) and § 7.3(B)(4) at least thirty (30) days before the agreement(s) go(es) into effect, if practicable; however, in no event fewer than ten (10) days before the agreement(s) go(es) into effect.

**(C) Severance**

1. An employee who is laid off shall be entitled to severance pay according to the following schedule:

At Least Six Months:	One Week
At Least One Year:	Two Weeks
At Least Three Years:	Three Weeks
At Least Four Years:	Four Weeks
At least 5 Years:	Five Weeks
At least 10 Years:	Six Weeks
At least 15 Years:	Seven Weeks
20 Years and over:	Eight Weeks

Further, an employee who is laid off shall be entitled to receive a continuation of his/her previous health insurance coverage to be paid by the Employer according to the following schedule:

One Year of Employment:	Two Months of Health Care
Two Years of Employment:	Three Months of Health Care
Three Years of Employment:	Four Months of Health Care
Four Years of Employment:	Five Months of Health Care
Five Years of Employment:	Six Months of Health Care
Six Years of Employment:	Seven Months of Health Care
Seven Years of Employment:	Eight Months of Health Care
Eight Years of Employment:	Nine Months of Health Care
Nine Years of Employment:	Ten Months of Health Care
Ten Years of Employment:	Eleven Months of Health Care
Fifteen Years of Employment:	Thirteen Months of Health Care
Twenty Years of Employment:	Fourteen Months of Health Care
Twenty-five Years of Employment:	Fifteen Months of Health Care

In order to receive continued health care coverage, a laid-off employee shall certify each month that he or she is not otherwise eligible for health care coverage from another source that is substantially equivalent to the health benefit plan the employee was receiving prior to the lay-off.

2. An employee who receives severance pay and is subsequently recalled shall, for purposes of future severance pay entitlement only, have his/her seniority computed from the date of reemployment.
3. An employee who would otherwise be laid-off because of his or her seniority position will not be laid off while on a leave of absence and shall not be entitled to severance during the term of the leave. If, but for the leave of absence, the employee would have been laid off, the employee will be sent a notice of impending lay-off stating the date the employee would have been

laid off had she or she not been on leave of absence. If the employee intends to return to LSNY from his or her leave of absence, no less than 2 weeks prior to the expiration date of the leave of absence, the employee shall certify in writing to the employer that he/she intends to return to work. If on the date the employee is scheduled to return from leave, the employer cannot reinstate the employee as an active employee for the reasons for which he or she would have been laid off but for the leave of absence, he or she will be laid off at that time and will then be entitled to the severance benefits he or she would have been entitled to under § 7.3 (C) at the time he or she would have been laid off or their cash equivalents. However, the effective date of the layoff for recall purposes will be the date the employee would have been laid off had he or she not been on leave of absence. Recall for the position shall be determined in accordance with § 7.3 (D).

**(D) Recall Rights**

1. A laid off employee shall have recall rights to a position in the same classification within his/her program in inverse order of the order of layoff, i.e., the last laid off shall be the first recalled. Recall rights to a particular position are contingent on the employee's ability to satisfactorily perform the duties of the position without retraining. Recall rights shall exist for the lesser of twelve (12) months or the length of the employee's seniority. However, recall rights for employees with 13 or more years of experience who are laid off out of seniority under the provisions of §7.3(A)(5) shall exist for eighteen (18) months.
2. A laid off employee and the Union shall be notified of recall by certified mail to his/her last address of record or by personal telephone communication and shall have one (1) week from said notice to advise the Project Director whether he/she will accept the recall. An employee accepting the recall shall have two (2) additional weeks to a total of up to three (3) weeks from receipt of the notice to report to work unless the Employer, in its discretion, agrees to a later date. An employee who does not accept a recall offer or who does not report on the designated date shall go to the bottom of the recall list.

**(E) Hiring Preference for Laid Off Workers**

The following provision shall apply to an employee who has been laid off and remains on the recall list, or to an employee who is scheduled to be laid off on a date certain. All references below to a "laid off employee" shall be deemed to include both categories referred to in the preceding sentence.

1. A laid off employee shall have the right to apply to fill a posted job vacancy in any of the Employer's programs or projects and shall be considered along with employees in the bargaining unit, if any, who have applied for the vacant position.
2. The Employer shall select the most qualified among qualified employee applicants and may take affirmative action into consideration. It is intended that under these provisions, assuming at least one of the employee applicants is qualified, the vacancy will be filled without comparing employee applicants to outside applicants. If there is no

qualified laid off employee applying for the vacancy, this provision shall not be applicable and the provisions of **Section 15.4(A)** shall continue to govern the application of any active employee for the vacancy.

3. A laid off employee who successfully bids for another position in another program or project shall carry his/her seniority into the new position.
4. A laid off employee who successfully bids for a vacant position in the same classification in another program shall carry his/her own salary rate into such position. A laid off employee who successfully bids for a vacant position in another classification in another program shall be paid the rate applicable to such other classification, assuming the same number of years of seniority as he/she had in the prior classification.

**(F) Financial Disclosure**

LSNY and each local project shall provide the Union with the following information:

1. Approved annual budgets and any approved revisions to such budgets shall be given to the Union within one week after such budgets are approved; and
2. On a quarterly basis, beginning with the quarter ending December 31, 1993, the Union shall be given financial reports for LSNY and each OLSC, which include actual income and expenses, for the preceding quarter including a statement of budget variance.
3. The Employer agrees to provide the Union with the names, salaries or other remuneration, dates of employment and work responsibilities of all non-collective bargaining unit employees as well as, but not limited to, consultants, independent contractors and non-collective bargaining unit temporary workers. Exempt from this section is information related to the fees paid to the Employer's legal counsel. A report of this information shall be provided to the Union on a quarterly basis.

**8.0 GRIEVANCE**

Adjustment of all complaints, disputes, or controversies concerning the interpretation, operation or application of this Agreement, personnel practices, rules or regulations, shall be disposed of as per the following sections:

**8.1 Usual Grievance Handling Procedure**

**(A) Steps**

**Step 1.** The aggrieved with his/her delegate or Union representative if he/she desires, shall discuss the matter with the employee's immediate managerial supervisor, within five (5) days after the employee knows or should have known of the alleged dispute, in an attempt to resolve said grievance. After this step all grievances and responses must be in writing.

**Step 2.** If the grievance is not adjusted at Step 1, or should the employee choose not to invoke the Step 1 procedure, then the grievance, in writing, must be filed with the Managing Attorney, if there is one. The grievance shall state the nature of the claim, the contract provision if any, or any other basis listed in **§ 8.1** above, and the remedy requested. This step must be taken within five (5) business days of the Step 1 decision, should there be one, or if no Step 1

discussion has taken place, then within ten (10) business days of when the employee knows or should have known of the alleged dispute. The Managing Attorney shall respond within five (5) business days of submission of the grievance.

**Step 3.** If the grievance is not adjusted at Step 2, then the grievance, in writing, must be filed with the Project Director. This step must be taken within five (5) business days of the receipt of the Step 2 decision. A copy of the writing referred to in this step must be given to the Managing Attorney or supervisor whose decision is being appealed. If in fact, the Project Director is the immediate supervisor, then the grievance shall be filed directly, in writing, at Step 3, within ten (10) business days of when the employee knows or should have known of the alleged dispute. The Project Director shall respond within five (5) business days of submission of the grievance.

**Step 4.** If the grievance is not adjusted at Step 3, the grievance may then be submitted in writing, within five (5) business days of the Step 3 decision, to the Executive Director, who shall act upon the grievance in person, or through his/her designee. A copy of all prior steps, written grievances and responses shall be attached to the grievance filed with the Executive Director. A failure to so attach shall not affect the timeliness of an otherwise timely filed grievance. A copy of the writing referred to in this step, must be given to the Project Director whose decision is being appealed. The Executive Director shall respond in writing within ten (10) business days of submission. However, if the Executive Director is the immediate supervisor, then the grievance shall be filed directly, in writing, at Step 4, within ten (10) business days of when the employee knows, or should have known, of the alleged dispute. In this case, the Executive Director shall respond within five (5) business days of submission.

**Step 5.** If the grievance is not adjusted at Step 4, the Union may submit the dispute to arbitration, in writing, within twenty (20) business days of the receipt of the Step 4 decision.

**(B)** At Steps 2, 3, and 4, hearings shall be held, if requested by the employee, in writing, at the time of invocation of the particular step. The hearing must be within the response period. The decision must then be rendered within five (5) business days of the hearing. Failure of both the grievant and the Union representative to appear at the hearing, without good cause, shall constitute a final denial of the grievance. The hearings shall be informal and conducted in as expeditious a manner as possible, consistent with the grievant's right to make a full statement of his/her case. The parties shall provide relevant documents and witnesses reasonably necessary for the processing of grievances.

**(C)** If the person to whom the grievance is submitted for a decision, in accord with the steps outlined above, shall have failed to render a decision within the time allotted, then upon employee or Union demand, filed with the person after their failure, he/she must render a decision in writing within two (2) full business days or the grievance will be sustained. During this two (2) day period, neither the Union nor the employee shall have obligation to proceed to the next grievance step.

**(D) Entries in personnel files.**

Any document or entry placed in an employee's personnel file, may be grieved by said employee in accord with the steps outlined above. The time to file such a grievance shall be within five (5) business days of receipt of the appropriate notice of such entry as called for in § 11.3. Should the employee's grievance be sustained, then the remedy is expungement.

**8.2 Exceptions to Usual Grievance Handling Procedure**

**(A)** A grievance respecting assignment of duties outside job classification or concerning salary scale shall be initiated at Step 1 no later than one hundred twenty (120) days after the employee shall become aware of the claimed violation.

**(B)** In grievances arising out of discharges or suspensions, the following steps must be followed in lieu of the above:

**Step 1.** The Project Director who initiated or approved the action complained of and the employee and the Union representative shall meet within three (3) business days of filing of the written grievance. Said filing must be within five (5) business days of learning of the complained action. The Project Director must respond in writing within three (3) business days of the hearing.

**Step 2.** If the grievance is not adjusted at Step 1 within three (3) business days of the receipt of the decision, the employee may file a written grievance with the Executive Director. Within two (2) business days, the employee, the Union representative and the Executive Director or his/her designees shall meet. Within two (2) business days of the hearing, the Executive Director must respond in writing.

**Step 3.** If the grievance is denied at Step 2, the Union may submit the dispute to arbitration under the expedited arbitration rules of the American Arbitration Association within ten (10) business days from the date of the denial. Failure of the Project Director or Executive Director to render a decision within the time allotted in this section shall result in an automatic stay of this discharge or suspension for the period of the delay. During such a delay, the employee and the Union shall have no obligation to proceed to the next step. Upon employee or Union demand, filed with the Project Director or Executive Director, respectively, after he/she has failed to meet a time requirement, he/she must render a decision within 48 hours (two full business days) or the discharge or suspension shall be deemed rescinded.

**(C)** A Union grievance against the Employer and an Employer grievance against the Union, shall be filed in writing with the Executive Director or Project Director, if appropriate, or with the Union President. The opposing party must respond in writing within five (5) business days. If requested by either party within five (5) business days of receipt of the response, a hearing shall be held within five (5) business days of the request for a hearing. A grievance denied by a Project Director pursuant to this section may be submitted to the Executive Director within five (5) business days of the Project Director's response or within five (5)

business days of the receipt of the decision of the Project Director rendered after a hearing held pursuant to this section. If denied by the Executive Director, or Union President, the grievance may be submitted to arbitration within fifteen (15) business days of the response. In the event of an alleged violation of the no strike/no lockout clause, the response must be within two (2) full business days, and arbitration may be invoked two (2) full business days after the grievance is filed.

**(D) Work Rules/Change in Conditions**

When the Union or an employee claims that the Employer has implemented, or has indicated an intention to implement, a system or rule that constitutes a change in working conditions, assignments or rules, over which bargaining is required as a matter of law, without first bargaining over the proposed change or addition with the Union, the following procedure shall govern:

1. The parties shall immediately undertake such bargaining process. If the bargaining is not satisfactorily resolved at the project level, within ten (10) working days of the Union's initial request to bargain, unless either party declares an impasse at an earlier time (but no less than five (5) days after such initial request) the Executive Director or his/her designee(s) shall participate in the bargaining process. Should the Executive Director or his/her designee thereafter decide that impasse has been reached, the Employer may implement its proposed system or rule.
2. If the Union is not satisfied with the decision, it may submit the reasonableness of the Employer decision or lack of good faith bargaining to binding arbitration within ten (10) days. An arbitrator selected to hear a case hereunder shall schedule a date within one (1) week to hear the matter and must render a decision expeditiously. No adjournment may be granted except upon mutual consent of the parties, and failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.
3. Within thirty (30) days of the execution of this Agreement, the Employer and the Union shall designate jointly a panel of arbitrators from which the arbitrator to hear a grievance pursuant to this section shall be chosen.

- (E)** If the Executive Director denies an employee certification of eligibility for employment in a particular position within the bargaining unit, and if one or more members of an advisory body constituted by the Executive Director to make recommendations to him/her regarding the employee's eligibility shall conclude that said member would be prepared to hire the employee for the position sought if he/she had such a position available, and if a Project Director or Managing Attorney states in writing that the employee will be hired in the position sought if certified as eligible by the Executive Director, then the Executive Director shall convene a second advisory body for the purpose of making additional recommendations to him/her regarding the employee's eligibility for the position sought. If the Employer shall so modify or change its procedure for determining eligibility for employment as to render the above provision inapplicable, then a similar provision shall be negotiated between the parties.

(F) The following procedure shall govern any caseload grievance:

**Step 1.** Upon the filing of a written grievance, the grievant's immediate managerial supervisor must, within five (5) days, conduct a case review with the grievant and his/her union representative or delegate if desired. Only upon agreement by both parties, may this five (5) day period be extended. Once the grievant and his/her immediate managerial supervisor meet, the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) days. Thereafter, the managerial supervisor shall have three (3) days in which to render a written decision. If the grievant's immediate supervisor does not schedule a case review within five (5) days, or a written decision is not rendered within three (3) days, the grievant shall be permitted to proceed to Step 2 of this process as if the grievance was not adjusted at Step 1.

If at the case review it is determined that the grievant has more cases than he/she can competently handle, the grievant's caseload shall be reduced to a level that he/she can competently handle.

**Step 2.** If the grievance is not adjusted at Step 1, then the grievance, in writing, must be filed with the Project Director within five (5) days of the receipt of the Step 1 decision. A copy of the written grievance referred to in this step must be given to the managing attorney or supervisor whose decision is being appealed. The Project Director must schedule a case review within five (5) days of receipt of the grievance. Only upon agreement by both parties, may this five (5) day period be extended. Once the grievant and his/her project director meet the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) days. Thereafter, the project director shall have three (3) days in which to render a written decision. If the grievant's project director does not schedule a case review within five (5) days or a written decision is not rendered within three (3) days the grievant shall be permitted to proceed to Step 3 of this process as if the grievance was not adjusted at Step 2.

If at the case review it is determined that the grievant has more cases than he/she can competently handle, the grievant's caseload shall be reduced to a level that he/she can competently handle.

**Step 3.** If the grievance is not adjusted at Step 2, the grievant may submit the matter to binding arbitration within ten (10) days. An arbitrator selected to hear a case hereunder shall schedule a date within one (1) week to hear the matter and must render a decision expeditiously. No adjournment may be granted except upon mutual consent of the parties, and failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.

Within sixty (60) days of the execution of this Agreement, the Employer and the Union shall jointly designate a panel of arbitrators from which an arbitrator shall be chosen to hear a grievance pursuant to this section. The panel of arbitrators shall consist of former Legal Aid or Legal Services



attorneys or other attorneys familiar with the case load demands of a Legal Services attorney.

### **8.3 Arbitration**

- (A) The arbitrator shall be appointed by the American Arbitration Association in accordance with its rules and regulations and such appointee shall be the arbitrator in the matter involved. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the arbitrator shall not have the power to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.
- (B) The expense of any arbitration and the administrative costs of any arbitration shall be shared equally by the Employer and the Union. Attorney's fees and costs of transcripts ordered by one party shall not be shared.
- (C) The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered thereby for any claimed violation of this contract for any and all acts or omissions claimed to have been committed by either party in violation of the Agreement during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate or modify awards or to enforce the no-strike or lockout provision) in lieu of any and all other remedies, forums of law, in equity or otherwise which will or may be available to either of the parties. No individual may initiate the arbitration proceedings.

### **8.4 Miscellaneous Provisions**

- (A) Grievances at all stages may be attended by a Union representative, if any. A copy of the reply to the grievance by the Employer at each step shall be delivered to the employee and the Union representative, if any.
- (B) If a grievance in which salary is involved is resolved in the grievant's favor, pay shall be retroactive to the date the violation occurred.
- (C) At least forty-eight (48) hours notice of a hearing must be given to an employee in grievances not involving suspensions or discharge. If the grievance does involve a discharge or a suspension, said notice must be at least twenty-four (24) hours.
- (D) To guarantee timeliness of the grievance claim, whenever filing or submission is required, it shall be accomplished by receipt of a writing alleging the grievance within the specified period by the appropriate supervisor. Should the supervisor be unavailable, this shall be accomplished by delivery of a copy to a managerial person at any higher step. Filing at a higher step for purposes of timeliness shall not cause the appropriate first step to be skipped.
- (E) When the Executive Director is not available to accept delivery of a grievance, the time limit for filing at that step shall be tolled until he or she is available. Such tolling, however, shall not result in a stay of the action being grieved.

- (F) The grievance procedure set out in this article may be used by any employee covered by this Agreement, or by the Union. Nevertheless, any restriction appearing in other sections of this Agreement which specifically limits who may initiate a grievance under that section, to the Union, shall govern.

## **9.0 POST-PROBATIONARY DISCIPLINE**

### **9.1 Discharge or Suspension**

No employee who has completed his/her probationary period shall be discharged or suspended except for just cause. A post probationary employee will not be discharged for inadequate job performance without having received at least one prior unsatisfactory evaluation after the probationary period. An evaluation intended to serve as a warning shall expressly so provide.

- (A) When the Employer believes that just cause exists to discharge an employee based on a repeated course of conduct or a single act or omission that does not constitute gross misconduct, the Employer must issue a written warning to the employee, specifying the conduct which constitutes the just cause for discharge.
- (B) When, after a warning under § 9.1(A), an employee continues in a course of conduct or acts again in a manner that gives rise to just cause for discharge, or when an employee commits an act or omission that constitutes gross misconduct, the Employer shall give to the employee and to the Union no less than two (2) weeks written notice of its intention to discharge the employee. It is understood that, except in cases of gross misconduct, just cause shall require at least one prior warning for a related offense. The employee shall receive two (2) weeks pay before the discharge becomes effective, plus accrued annual leave. In lieu of two (2) weeks notice, the Employer may give the employee two (2) weeks pay, plus accrued leave time.

In the event of a warning under Section 9 of the CBA that is based upon unsatisfactory or inadequate performance, the employee shall be informed of the changes required to correct the identified problem. The employer shall work with the employee in an effort to identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings, and shall allow the employee a reasonable period of time to correct those shortcomings. It shall be the responsibility of the employee to cooperate fully with this approach. It shall be the responsibility of the employer to make reasonable support and resources available to carry out the measures identified. It is understood that the employer's obligations under this section do not extend to warnings that address work rule violations including but not limited to absenteeism, lateness, or failure to comply with office procedures or to warnings that address behavioral issues that may not lend themselves to such an approach.

- (C)
  1. When the Employer shall claim that just cause based upon gross misconduct exists to suspend an employee, the Employer may do so immediately, for a maximum of five (5) days.
  2. When the Employer shall claim that just cause based upon conduct other than gross misconduct exists, the Employer must first issue a warning. If

the conduct persists, the Employer may suspend the employee for no more than five (5) days after having given one (1) week's notice.

3. A written statement of the reasons for the suspension alleging just cause shall be delivered to the employee and to the Union in the notice, or in the case of an immediate suspension, within twenty-four hours after the suspension. Such a written statement may constitute warning, under this section, if it so states.

## **9.2 Warnings; Acknowledgement**

Any warning issued hereunder, if it is to serve as the basis of a disciplinary action, must show an acknowledgment of receipt by the employee or a statement by an Employer representative that the employee refused to acknowledge receipt.

## **9.3 Warnings; Expired & Expunged**

An employee who has received a disciplinary warning notice shall have such notice expunged from his/her file, if, after eighteen months from receipt of said notice, the employee has not received any other written disciplinary notice.

## **9.4 Approval of Discharge or Suspension**

Any discharge or suspension must be approved in writing by the Project Director before it becomes effective.

## **9.5 Substance Abuse/Mental Health**

The parties agree that the performance or behavioral problems of an employee caused by substance abuse or mental health problems require the Employer to exercise particular sensitivity. Moreover, the Employer recognizes the desirability of rehabilitation rather than discipline. Notwithstanding the above, the Employer reserves the right to discipline for just cause. The Labor-Management Committee shall explore the development of a program in furtherance of this policy.

## **10.0 PROBATION**

### **10.1 Probation Generally**

All employees shall be hired on a probationary basis.

### **10.2 Length of Probation**

#### **(A) According to Job Category**

1. The probationary period for Social Workers and Legal Services Assistants shall be four (4) months.
2. The probationary period for Attorneys admitted to the bar at the time of employment shall be six (6) months.
3. A law school graduate, not admitted to the bar when hired, shall have a three (3) month probationary period as a Law Graduate. Upon completion of this period, he/she will be a non-probationary Law Graduate until bar admission. After admission, the Law Graduate shall become a Staff Attorney and have another three (3) month probationary period.
4. All other employees will be employed on a probationary basis for two (2) months from the date of employment.

**(B) Tolloed by Suspension or Unpaid Leave**

Any period during which an employee is suspended or on unpaid leave will be added to the probationary period.

**(C) Extension of Probation**

The probationary period may be extended by consent of Employer and Union.

**10.3 New Probation After Promotion**

**(A) Passing**

An employee who is promoted to a higher position within the bargaining unit shall be subject to a probationary period of two worked months regarding the new job duties of the promoted position. An employee who remains in the promoted position after the expiration of the probationary period shall be deemed to have qualified for the promoted position.

**(B) Failing**

If an employee described in § 10.3(A) fails to adequately perform the new job duties of the promoted position to the satisfaction of the Employer or if the employee wishes to return to the former position during the probationary period, he/she shall return to the former position on at least four (4) weeks' notice, except that if an employee has moved to a higher level position outside his/her corporation and desires to return to the original corporation, the employee shall have a right to so return during the probationary period if the former line or position is still vacant at the time the employee gives notice of his/her intention to return to the former position. Otherwise, he/she may only return at the Project Director's discretion.

**(C) Social Work Position**

A legal worker who accepts a Social Work position outside his/her present corporation, shall be subject to a four (4) month probationary period. A legal worker who accepts any position other than a Social Worker position outside his/her present corporation shall be subject to a two (2) month probationary period.

**10.4 Discharge During Probation**

**(A) Cause**

1. A probationary employee may be discharged at any time during the probationary period. The discharge shall be grievable through the Executive Director level but shall not be arbitrable. It is expressly understood that the discharge of a probationary employee may be for either objective or subjective job-related reasons which would not be considered "just cause" for a post probationary employee. A discharge occurs within the probationary period if the notice is given during the period. If the employee submits a written request, the Employer shall give the reason for the termination in writing within five (5) days of such request.
2. The grievance mechanism is otherwise available during the probationary period.

**(B) Notice/Severance**

An employee who is terminated during the probationary period shall be given no less than two (2) weeks' notice in writing, unless, because of gross misconduct, the decision is made to terminate his/her employment in a shorter period of time, in which case the employee shall only be paid for the days until his/her termination.

**11.0 PERSONNEL RECORDS**

**11.1 Right to Review**

An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. This right of review extends to any and all personnel records or files mentioned in this article. Copies of all written material provided to a third party, except references, shall be mailed to the employee involved.

**11.2 Concerning Performance or Character**

It is understood that LSNY, as Employer, maintains personnel records on employees containing only fiscal information and administrative information necessary for fiscal reasons. Only the delegate agency, as Employer, or any other program, division or project as Employer, may maintain personnel files on employees containing documents relating to performance of his/her duties or character.

**11.3 Right to Receive Copies and Respond**

An employee shall be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her personnel file, and shall have the right to have placed in such file, his/her statement concerning any such document. This copy shall be given within twenty (20) days either by hand (with an acknowledgement by the employee) or by mail (return receipt must be used in this instance).

**11.4 Grievance and Remedy**

An employee shall have the right to grieve the placing of any document in his/her file regarding performance of his/her duties or character. The grievance may be based on the substance of the document or failure of the Employer to comply with service provisions of § 11.3 above. Should the grievance be sustained, then the remedy is expungement.

**11.5 Disclosure**

**(A) Generally Prohibited**

Nothing shall be disclosed from such files to third parties without the express or implied consent of the employee or under legal process. It is recognized that an employee who lists LSNY as a current or past Employer is impliedly consenting to LSNY's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to LSNY's disclosure of salary and employment information. A disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this article.

**(B) During Grievance**

During the pendency of a grievance, the Employer is stayed from disclosing the contents of the document being grieved to a potential employer. Should the grievance not be sustained, then the employee shall have the right to have placed in the file his/her statement concerning the document and any disclosure made to a potential employer which includes the document referred to herein shall also include said employee statement.

**(C) When Disclosure Is Permitted**

Appropriate persons within the LSNY system, an arbitrator in a matter involving the Employer or the Union or any of its members, or for the purpose of obtaining information relevant to the regulation or supervision of the LSNY program, government agencies involved with the regulation or supervision of the LSNY program, shall not be considered third parties.

**(D) Disclosure to Union**

**1. Basic Information**

The Employer shall provide the Union with the following information in writing for each employee who is in the bargaining unit employed at the effective date of this contract (only as to information described in e and f below) and, on the date of hire for each employee subsequently hired, or later if relevant:

- a. Name of employee
- b. Date of hire
- c. Job Title
- d. Salary
- e. Whether the salary was modified in the Employer's discretion pursuant to provisions of this contract or otherwise. This includes modifications both at time of hire and during the term of employment.
- f. Termination date or date of beginning of unpaid leave.

**2. Personnel Action Forms**

The Employer shall also forward to the Union a copy of each Personnel Action Form (on employees within the bargaining unit) on the day such personnel action is approved by LSNY.

**12.0 TRAINING**

**12.1 Employer Obligations**

The Employer recognizes appropriate training for all staff members as a fundamental element of its responsibilities. Such training will be developed in conjunction with the Training Committee and administered by the Employer during the term of this arrangement. Such training will include, but not be limited to, participation in training events run by the Legal Services Corporation to the extent permitted by the Corporation, participation in training events offered by other organizations if the Employer reasonably deems such training appropriate, and participation in training events administered by the Employer, including initial orientation, citywide training programs, and local office training programs, and local office training and supervision as described in the following provisions.

## **12.2 Union Obligations**

The Union recognizes appropriate training as a fundamental element of employee working conditions. It undertakes to participate fully, through the Training Committee, in the development of recommendations for training events to be administered by or utilized by the Employer and as reasonably requested, in the implementation of such training events. All employees have the obligation to participate as fully and completely as they are able and as the Employer authorizes, in appropriate training events administered or utilized by the Employer.

## **12.3 Training Committee**

The LSNY Training Committee, consisting of equal numbers of voting members representing the Employer and the Union (but not less than a total of six (6)), shall develop recommendations for training events, evaluate training events that are conducted, and consult with Employer and employees concerning training needs. Union representatives shall be given reasonable release time to prepare for the participation in Training Committee activities.

## **12.4 Initial Training and Orientation**

All employees shall be offered and shall participate as able in initial training and orientation, as follows:

### **(A) All Employees**

- 1.** The employee shall receive within three (3) months of the date of hire, a central orientation program concerning the history of legal services, the structure of the national legal services program, the relationship between LSNY Central and operating legal services corporations in New York City, this contract, health insurance, the Personnel Manual, administrative procedures, central substantive and administrative resources and the training program. Where several new employees have joined an office's staff during the month, some of the new employees' orientation may take place in the second month.
- 2.** The employee shall also receive during the first month of employment, a local orientation program concerning the structure, personnel and operations of the office in which the employee will work, and the program within which that office is located, the community the office serves, the courts in which it practices, and the general nature of the cases handled and the procedures for accepting and handling cases in the office. This program will involve at least four (4) hours of training. Where several new employees are joining the office's staff within a two (2) week period, this program may be delayed until the second month of employment.

### **(B) Legal Workers**

- 1.** During the probationary period, all legal workers shall receive regular training and supervision by the Employer. Such training shall include a full introduction to all procedures and practices relevant to the employee's work in the office. Where additional skills beyond those apparently possessed by the employee at the date of hire are required by the Employer for performance of the employee's duties to the Employer's satisfaction, the Employer will make reasonable efforts to provide training to enable the employee to develop such additional skills. However, if the

additional skills needed result from increased duties or responsibilities subsequent to hire, the Employer must train the employee in these areas.

2. At least twice during the probationary period the Managing Attorney and/or Project Director shall provide the employee with a statement, based upon supervisory contacts with the employee and review of cases, regarding the employee's performance to date and whether it is satisfactory. This statement shall not be placed in the employee's personnel file.
3. Within six (6) months from the date of hire, the employee shall attend a training program in Basic Legal Process, offered by the Employer.

**(C) Attorneys and Law Graduates**

1. During the probationary period, all Attorneys and Law Graduates shall receive regular training and supervision by the Employer. Such training shall include a full introduction to all procedures and practices relevant to the employee's work in the office.
2. At least monthly, during the probationary period, the Managing Attorney and/or Project Director shall provide the employee with a statement, based upon supervisory contacts with the employee and review of cases, regarding the employee's performance to date and whether it is satisfactory. This statement shall not be placed in the employee's personnel file.

**(D) All Casehandling Staff**

Newly hired casehandling staff shall not be required to handle their own caseload until they have received training and supervision sufficient to adequately handle those cases they have been assigned. All casehandling at trials and hearings shall be attended by a supervisory person during this period. For casehandling legal workers, this shall include, but not be limited to, training in the specific area of law, case maintenance, interview and advocacy skills, representation at administrative hearings (Legal Services Assistant), social work counseling (Social Workers), community outreach, education and organizing.

**(E) Training and Supervision**

LSA's – Once a year, the Employer shall provide a comprehensive training program similar in concept to new lawyer training.

**12.5 Post-Probationary Training**

**(A) Attorneys**

Consistent with the other provisions herein, there shall be a program of continuing legal education for attorneys in substantive and procedural areas.

**(B) Legal Workers**

1. The intent of this provision is to provide non-casehandling legal workers the skills and experience they need to advance to other positions within the program. Accordingly, the Training Committee shall formulate a course



of programs with the specific purpose of training Class I, II, and III Legal Workers to fill future job openings for the position of Legal Services Assistant (paralegal). Said training shall be provided at least annually, with the first occurring within eight (8) months of this agreement. This training shall occur during work hours and shall conclude at the end of the work day.

Project Directors may limit the number of employees who may attend such training to one per office per course of programs.

Eligibility for training shall be based upon seniority at each office and for the purposes of this section seniority shall be determined by treating the Class I, II and III Legal Workers as one group.

The non-casehandling legal worker's performance in the course shall be a factor in evaluating his/her experience and qualifications under 15.4(A).

2. Consistent with the other provisions herein, the Training Committee shall formulate training programs for post-probationary legal workers which will include, but not be limited to:
  - (a) Substantive law survey and types of advocacy relevant to each area.
  - (b) Communication with clients, including interviewing skills, legal ethics (the implications and considerations), how to counsel clients, how to handle emergencies without a lawyer, and what emergencies cannot be handled without a lawyer, how to handle disturbed clients.
  - (c) Manual skills training (typing, shorthand, speed writing, use of dictation equipment, operation of a mag card typewriter).
  - (d) Continuing administrative and office procedure training, such as legal secretarial training, office administration, bookkeeping, upkeep of a law library, etc.
  - (e) Negotiating skills and tactics
  - (f) Legal terminology
  - (g) Legal research
  - (h) Evaluation and identification of legal issues
  - (i) Drafting legal papers

In recognition of newly adopted technologies and consistent with office needs, there shall be a continuing office technology training program with the specific purpose of training legal workers on skills such as:

- Word Processing Mail Merger
- Creation and Use of Excel Spreadsheets
- Navigation of LawHelp website
- Language Line Assistance

**(C) Social Workers MSWs**

The employer shall work with LSNY's Social Work Task Force to develop continuing education plans for MSWs, LMSWs and LCSWs to address their training needs. When the New York State Education Department mandates continuing education requirements for post-graduate licensing, the Employer shall bargain with LSSA over the extent to which those requirements will be provided and/or paid for by LSNY.

**12.6 Training in Changed Office Procedures**

The Employer is obligated to provide full training to all affected employees of new equipment, forms, responsibilities and procedures as soon as they are implemented in any office.

**12.7 Language Training**

A program of language training in those languages relevant to legal services work shall be provided at the introductory level and for intermediate and advanced conversational courses.

**12.8 Training Sessions**

**(A) Notice of Sessions**

Where possible, thirty (30) days' notice of all training events shall be given. The notice will be distributed to all members of the Training Committee and mailed to the Union office as soon as received by the Employer.

**(B) Permission & Reimbursement for Sessions**

1. Neither permission to attend training sessions, nor reimbursement for costs associated with training sessions, shall be unreasonably denied. Denial to attend a session, the subject matter of which does not directly relate to the employee's duties shall be reasonable if said denial is due to class size or financial limitations or needs of the office. Needs of the office may not be used so as to continually deny access to such training. To this end, and subject to the limitations above, the Employer recognizes the importance of all training whether it be directly related to the employee's current duties, or to expand and employee's skills so as to allow for job advancement or the provision of better services.
2. The terms of § 12.8(B)1 are applicable to all subject matter in **Article 12**, where applicable.

**(C) LSC-Sponsored Training Sessions**

The Legal Services Corporation training events will be utilized to the fullest extent permitted by the Corporation. To this end, any employee wishing to attend such training events and possessing the requisite qualifications established by the Corporation may apply for inclusion in such events. The Employer reserves the right to make reasonable recommendations to the Corporation regarding which employees should attend such events if there are more applicants for the event than the Corporation will accept for training. However, such recommendations shall not be discriminatory and will be done so as to provide the fullest access to all staff.

**(D) Release Time for Training Sessions**

Employees shall be granted release time for all training sessions they attend administered by the Employer or the Legal Services Corporation. Any employee (legal worker or attorney) who attends a training session the subject matter of which is directly related to their current duties, which requires attendance at other than work hours, shall be granted release time equal to the number of hours spent in training.

**12.9 Supervision and Evaluation**

Every employee is entitled to regular supervision and evaluation by the Employer of his/her performance.

**(A)** All employees are entitled, within reasonable limits, to request and receive supervisory assistance regarding problems in carrying out duties of their job at any time.

**(B)** On an annual basis, each employee shall receive from the Employer a statement, based upon supervisory contacts with the employee, regarding the employee's performance at the time and whether it is satisfactory. This statement shall be placed in the personnel file. This obligation cannot be satisfied with the earlier statements mentioned in § 12.4.

**(C)** All employees who are responsible for casehandling are entitled to post-probationary reviews of their caseload by a supervisor with reasonable frequency, as required. The purpose of this review shall be to develop recommendations for additional training of the employee, to provide specific advice or training with regard to particular cases and to give the employee feedback regarding the Employer's appraisal of his/her performance.

**(D)** Evaluations of an employee's performance should, when feasible, be made by a supervisor with reasonable knowledge of the employee's job performance.

**(E)** An employee shall be given a draft copy of his/her evaluation and an opportunity to meet with his/her supervisor to discuss the evaluation before it is finalized. At the employee's request, the final evaluation shall make note of the employee's comments.

**(F)** Any evaluation containing a less than satisfactory rating of an employee's performance shall inform the employee of the changes required to correct the identified problem. The employer shall identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings, and shall allow the employee a reasonable period of time to correct those shortcomings. It shall be the responsibility of the employee to cooperate fully with this approach. It shall be the responsibility of the employer to make reasonable support and resources available to carry out the measures identified. It is understood that the employer's obligations under this section do not extend to evaluations that address work rule violations including but not limited to absenteeism, lateness, or failure to comply with office procedures or to warnings that address behavioral issues that may not lend themselves to such an approach.

## **(G) Clinical Social Work Supervision**

Clinical social work supervision, defined as educational and consultative support for Masters level social workers, shall be provided for the purpose of:

1. Deepening the learning of clinical skills, knowledge, and supportive tasks while developing self-awareness;
2. Helping the social worker learn how to provide specific services for specific clients; and
3. Providing expert case consultation.

At the request of the employee, clinical supervision shall be provided for up to 4 hours monthly for MSWs. Clinical Supervision is not intended to mean supervision as commonly defined in labor law.

### **12.10 Fundraising for Training**

The Training Committee and the Employer shall develop proposals to obtain additional training funds from any source, including the Legal Services Corporation.

### **12.11 Fundraising for Tuition Reimbursement**

The Employer shall make best efforts to secure funds from whatever source for tuition reimbursement for job-related courses the employees attend and pay for themselves. Within three (3) months of the signing of this Agreement, the Training Committee shall promulgate an extensive, but not exclusive, list of approved courses and schools.

### **12.12 Guide to Referrals**

The Training Committee shall prepare and distribute for use by all offices on or before December 1, 1980, a guide as to how, when and where to refer clients. The guide shall be updated as necessary. The substance of this manual shall be part of the orientation process outlined above.

### **12.13 Training Grievances**

Any grievance filed pursuant to the training article shall be filed by a Union delegate or by a member of the Union's Executive Committee. Failure to provide appropriate training is not a defense to discharge or suspension, except if the discharge or suspension of cause is directly related to the subject of a training event required by this contract and the employee was denied the opportunity to participate in such a training event.

Any request to attend a training session must be responded to within five (5) days. Any grievance filed over the refusal of permission to attend a training session, where the grievance would be mooted by the passage of time required for the normal grievance procedure may be filed pursuant to the expedited grievance procedure under § 8.2 without the stay provision.

## **13.0 OFFICE CONDITIONS**

### **13.1 Compliance With Codes; cleaning**

The Employer will make its best efforts to comply with all applicable building and health codes, particularly those relating to heat, as soon as potential or actual violations come to

the Employer's attention. Each office will ensure that all common spaces in offices, including bathrooms, kitchens and storage areas that exist within commonly used office space, will be cleaned as necessary on a regular basis.

### **13.2 Temperature, Water, Toilets**

If on any date, the temperature in an office is below 62 degrees Fahrenheit, an employee may give notice of this condition to his/her managerial supervisor, his/her Project Director, the Executive Director, or their respective designees. Such notice may not be given prior to the start of the normal business day. If the temperature remains below 62 degrees for greater than one (1) hour after said notice, then upon approval of the person notified above, the employees of that office may leave work and receive full pay for that day. The sole ground for denial of permission to leave work pursuant to this section is that the temperature in the office is in fact above 62 at the end of the hour. The Employer will use its best efforts to ensure proper functioning and expeditious repair of air conditioning, equipment and facilities, including running water and toilets. Best efforts shall include, but not be limited to, calling for repairs within one (1) hour of notice to a supervisor within the office of the condition. In the absence of readily accessible functioning toilets within the building for at least 3 hours after the Employer has been given notice, or if the office temperature exceeds 90 degrees for at least 3 hours after the Employer has been given notice, the Employer shall either permit the employees to be released with pay or have them reassigned to other appropriate work locations. Any legal worker so reassigned shall be reassigned within the program or borough of regular employment.

### **13.3 Partitions**

In order to ensure maximum privacy for clients and to preserve the attorney-client privilege, the Employer agrees to construct floor to ceiling partitions for the offices of all case handling staff where architecturally feasible. The feasibility of such construction may be limited by the cost relating to lighting and airflow.

### **13.4 Office Health and Safety**

The Employer and Union agree to participate in a joint Union/Management Occupational Safety and Health Committee ("OSHA Committee") which will consider matters relating to occupational safety and health. The OSHA Committee will consist of six (6) members, three (3) union and three (3) management.

- (A) (i) The Employer will provide training to staff to promote a safe, nonviolent atmosphere in the offices. Trainers will include outside professional experts.
  - (ii) The issues considered by the OSHA Committee shall include, but not be limited to, computer technology, toxic contamination, ventilation, air-conditioning, lighting, heating, plumbing, elevator service, security, security-related training, including training to handle emotionally disturbed and violent clients.
- (B) The Committee will produce proposals with respect to occupational safety and health which the committee believes would improve the occupational health or safety of the workplace.

- (C) The Committee will meet with the Executive Director and any additional representatives designated by the Union to discuss the proposals and their implementation.
- (D) The Executive Director will then adopt standards to be employed in LSNY.
- (E) As office equipment is replaced through purchase, it shall be replaced with ergonomically safe equipment as reflected in standards recommended by the Labor Management Committee. In the event of a dispute over what constitutes ergonomically safe equipment, the Labor Management Committee established under §1.6 of the CBA will evaluate the proposed equipment and make recommendations to management as to what constitutes ergonomically safe equipment. It is understood that donated furniture or equipment will be treated as existing, and not replacement, furniture or equipment under this section. No employee will be required to use ergonomically unsafe equipment at his or her workstation.

### **13.5 Breaks**

The Employer will use its best efforts to provide Switchboard Operators and Receptionists with a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. It is understood that the failure to provide for a break does not entitle the employee to receive compensatory time off. This provision is not intended to reduce the breaks for any current employees.

### **13.6 Office Conditions Grievances**

Grievances regarding this article may only be initiated by a Union delegate or by a member of the Union's Executive Committee.

### **13.7 Domestic Violence Policies**

- (A) For the purposes of this contract, domestic violence shall include physical, emotional, or psychological violence or intimidation, stalking, or economic abuse against all employees of either sex by a person of either sex: (a) with whom the employee has a child in common; (b) with whom the employee has had a domestic partnership; (c) with whom the employee is married or has been married; (d) with whom the employee is living or has lived; or (e) with whom the employee has engaged in a dating or sexual relationship.
- (B) The Employer will post information about domestic violence resources in each office after consulting outside experts. The information and the experts will be jointly agreed upon by the Union and the Employer.
- (C) The Employer will give copies of the same information to all current employees and then to new employees as they are hired.
- (D) The Employer will maintain the confidentiality of domestic violence-related information concerning employees to the extent practicable. Other employees will be informed only on a need-to-know basis. Whenever possible, the victim will be notified in advance if there is a need to inform others. It is understood that

in some circumstances, the Employer may have to disclose domestic violence information to protect other employees.

- (E) In consultation with the Union, the Employer will create for each program a process for employees to come forward in confidentiality to request help, resource information, reasonable accommodations in the workplace (including transfer of position within the program) or schedule to reduce the employee's vulnerability to domestic violence on the job, or to request leave. The office may request appropriate documentation. The office will not unreasonably deny requested accommodations.
- (F) On request, the Employer will assist an employee who is a victim of domestic violence to apply for a job opening at a different OLSC or branch of LSNY. The employee already has a right to the job if the employee's qualifications are equal to the qualifications of other candidates. If the employee shows that he or she is no longer able to work safely in the employee's present office and that a move to a different office is the only reasonable way to reduce vulnerability to a physical threat of domestic violence, the employee shall have the same right to the job as a laid-off employee from another program. The Employer may ask for appropriate documentation of all facts relevant under this paragraph.
- (G) Through the training committee and after consulting with experts in the field, the Employer will conduct training programs on domestic violence for employees covering the nature of domestic violence, available resource, and the provisions of this contract. The experts will be jointly selected by the Employer and the Union. As part of this training, supervisors will be briefed on the problem of domestic violence and their role in identifying employees in need of referral for assistance.
- (H) In addition to their existing rights to various leaves under this contract and federal law, employees shall have the following rights to the extent necessary to deal with domestic violence situations:
  - (i) to take up to 10 days of annual leave without prior notice to the Employer;
  - (ii) to request unpaid leave of up to 6 months, which request the Employer shall not unreasonably deny. The Employer may request appropriate documentation.
- (I) On request, the Employer will assist an employee to develop a personal workplace safety plan. Employee requests for workplace accommodations as part of their plans will be responded to by the Employer under the processes established in § 13.7(E) and 13.7(F) above.
- (J) The Employer shall allow an employee experiencing domestic violence to opt into the Employer's medical plan without regard to the plan's normal enrollment period to the extent that this is possible under the medical plan. The Employer may request appropriate documentation.
- (K) If in a disciplinary proceeding an employee alleges that the failure or action that is the subject of potential discipline is the result of domestic violence, the Employer:

- (i) may ask for appropriate documentation;
- (ii) shall refer the employee for appropriate assistance; and
- (iii) shall take domestic violence into reasonable account in the disciplinary proceeding.

## **14.0 JOB TITLES AND DUTIES**

### **14.1 Uniformity of Job Titles**

Job titles for similar duties shall be uniform through LSNY and the delegate corporations.

### **14.2 Job Sharing**

- (A) The Employer agrees, on an experimental basis, to permit job sharing between employees in the same classification, in the same office, both of whom are employed as of the date of ratification of this Agreement. The job sharing shall be in accordance with the following terms and conditions:
- (B) No more than two employees may share one position. The job may only be split on a 50%-50% or 60%-40% basis.
- (C) The work schedule shall be established by the Employer, in its sole discretion, after consultation with the two applicants for the job. No changes shall be permitted in the work schedule without the approval of the Employer. The work schedule shall be resolved, in writing, before any sharing arrangement is implemented.
- (D) The sharing of any job shall continue until December 31, 1986 unless terminated sooner by the Employer for a good faith programmatic reason or because of the termination of employment of one (1) of the two (2) employees sharing the job. If a sharing arrangement terminates, the employees or the remaining employee, as the case may be, shall have thirty (30) days notice of their obligation to resume full-time employment. Employees sharing a job have no right to resume full-time employment prior to December 31, 1987 without the discretionary approval of the Employer.
- (E) Attorneys participating in job sharing shall remain subject in all respects to the prohibition against outside practice of law, despite the part-time nature of their employment.
- (F) The Employer may deny any request to participate in job sharing for any good faith programmatic reason.
- (G) No more than one job per office may be shared.
- (H) This provision shall expire on December 31, 1986 unless expressly renewed or renegotiated by the parties. Unless the Employer agrees to the contrary, all job sharing shall terminate automatically as of close of business on December 31, 1986. The failure to resume full-time employment as scheduled under any of the provisions of this Article shall constitute just cause for discharge.



### 14.3 Job Descriptions Generally

- (A) Persons may be asked to fill in for other individuals, when there is an emergency, or when an individual is at lunch, or on leave of any other kind. It is understood, however, that when a person is filling in, he/she is not expected to perform both his/her own job, and the fill-in job concurrently.
- (B) It is also understood that the person filling in is only expected to do so to the extent the duties are job-related and consistent with the person's own job description. The only exception to this is the position of Switchboard Operator/Receptionist. When it becomes necessary to fill in for the Switchboard Operator/Receptionist, and no suitable replacement can be found, any available employee may be requested to fill-in for the Switchboard Operator/Receptionist.
- (C) The same individual cannot be required, in every instance to substitute for other staff members, and this responsibility shall be rotated wherever possible. The rotation of this responsibility shall not, however, be used to violate or circumvent the provision in §18.6 of this Collective Bargaining Agreement.
- (D) Wherever there is more than one person in an office in the same job title, the tasks encompassed within that job description shall be equally distributed. If only one person is able to perform one of the tasks, the work load of that person shall be adjusted accordingly, so as to achieve an equitable balance.
- (E) In some instances, it may be necessary to combine two lines (for example, Staff Secretary/Legal Services Assistant). When this becomes necessary, the individual's job title will be defined, in writing, and the salary scale adjusted accordingly. If the higher paying job line takes a substantial portion of the individual's work week, the salary shall be that of the higher paying position. The combining of two lines will be done sparingly, and only if absolutely necessary.
- (F) A person may be assigned additional duties by his/her supervisor, but only to the extent that the duties are job-related and consistent with the person's own job description.
- (G) If the Employer proposes to make changes to the present job descriptions, the Union and the Employer shall meet to bargain over the proposals. Should no resolution be arrived at between the parties, the matter will be submitted to an arbitrator from the panel established by and pursuant to the work rule section of this contract. No change in job description shall be implemented until resolution of arbitration.
- (H) It is understood that any employee possessing bilingual skills may be required, consistent with his/her other job responsibilities, to perform the following tasks.
  1. Translating for clients who do not speak English;
  2. Providing simple verbal summaries (not word for word) of letters and legal documents in a foreign language known to the staff member (unless the staff member is fully capable of word for word translation of legal documents).

3. Both union and management recognize the importance of making our services accessible to clients who do not speak English by providing high quality translation and interpretation in the languages spoken by our clients.

Employees who are asked to provide oral or written interpretation services will receive training that includes a component on legal terminology. Appropriate training will be provided to employees who use translators and interpreters as well. (*See also SIDE LETTER re: Training 03/06 Contract*)

Each LSNY program will develop a system for Translation and Interpretation services to be rotated among non-casehandling legal worker staff members who are asked to perform such services. It is understood that attorneys, social workers and casehandling paralegals may be asked to provide such services when no legal worker is available, but that attorneys, social workers and casehandling paralegals will not be included in the rotation schedule. It is further understood that casehandling staff should not be used routinely or excessively to provide translation and interpretation services.

Legal worker staff members who are asked to provide Translation and Interpretation services as a routine part of their job will be eligible for a \$1250 bump in salary, not built into the base rate. A single payment of this bump retroactive covering the period from July 1, 2003 to December 1, 2003 will be made for employees who have been, since July 1, 2003, providing translation and interpretation services as a routine part of their job. No later than December 1, 2003, each program will determine who will be prospectively asked to routinely provide translation or interpretation services, and those individuals who are asked to routinely provide translation or interpretation services will receive the bump.

- (I) Future hires for, or promotions to, the Social Worker with MSW job title shall require a Masters in Social Work (MSW). This title shall be a Legal Worker Classification VI.

#### 14.4 Specific Job Descriptions

(A) **Assistant Bookkeeper [Class III Legal Worker]**

The assistant bookkeeper shall be responsible for some or all of the following tasks:

1. Doing or checking the coding, posting, copying and/or routing of invoices and requests for reimbursements, extensions, support data, vouchers, accruals and disbursements;
2. Auditing and maintaining revolving funds;
3. Reconciling bank statements;
4. Answering phone calls from vendors requesting payment or answering questions or requests pertaining to bills;
5. Maintaining the invoice register book;
6. Arranging checks in sequential order and adding tapes to determine total amount spent weekly (“batching”).

**(B) Clerk Messenger [Class I Legal Worker]**

The Clerk Messenger is responsible for any or all of the following tasks:

1. Duplicating, collating and distributing materials;
2. Taking documents, materials or other items to outside locations, and bringing back to the office or to other locations such items as may be directed;
3. Sorting, receiving, distributing, labeling, collecting, stamping and posting mail;
4. Keeping the office in order;
5. Maintaining the library;
6. Filing and taking inventories and suggesting purchases.

**(C) Clerk Typist [Class I Legal Worker]**

The Clerk Typist is responsible for some or all of the following tasks:

1. Preparing batches for Service Bureau;
2. Providing typing services for the bookkeeping operation;
3. Filing check copies and back-up;
4. Providing clerical support to bookkeeper, comptroller, budget director;
5. Maintaining the bookkeeping files of vendor bills and payments.

**(D) Community Aide [Class I Legal Worker]**

The Community Aide is responsible for some or all of the following tasks:

1. Referral of clients;
2. Preparation of papers from standard forms; with the exception of pleadings, motions and orders to show cause;
3. Attendance at community group meetings;
4. Community outreach;
5. Writing reports, proposals and other documents.

**(E) Executive Secretary [Class III Legal Worker]**

Secretaries with excellent administrative and clerical skills may be appointed or promoted to the position of Executive Secretary. The Executive Secretary is responsible for some or all of the following tasks:

1. Typing correspondence and legal papers;
2. Recommending the hiring of other staff members to the office supervisor and providing observations of the work performance of staff members under the Executive Secretary's supervision;
3. Supervision of Staff Secretaries and Switchboard Operator/ Receptionist;
4. Forwarding to LSNY the time sheets submitted by staff members;
5. Distributing to staff members the accumulated annual leave and sick leave information from central LSNY;
6. Handling petty cash;
7. Preparing, authenticating and submitting monthly "personal reimbursements" for employees;
8. Maintaining court calendars in offices that have them;
9. Ordering office supplies and equipment;
10. Monitoring and making arrangements for proper maintenance of the office, its equipment and furniture and carrying out instructions relating

thereto. If the employee is required to exercise discretion in carrying out these duties, including steps requiring expenditures, the employee shall not be disciplined for any reasonable exercise of that discretion;

11. Taking primary responsibility for the mail, and where appropriate, assigning it to the staff secretary, switchboard operator/receptionist or, as back-up, to the intake officer. This task includes sorting, distributing, collating, labeling, stamping and posting;
12. Taking the minutes of meetings of the Board of Directors if the individual is Executive Secretary to the Project Director.
13. Creating and working with basic spreadsheets;
14. Word Processing, including mail merge functions.
15. Copying and scanning documents. (It is understood that where Executive Secretaries are assigned to particular persons, those persons should first attempt to have the copying/scanning done by the Executive Secretary assigned to him/her.);
16. Familiarity with and use of LawHelp and Language Line or other resources available to assist clients who need referrals or language assistance.

**(F) Intake Officer [Class III Legal Worker]**

The Intake Officer is responsible for some or all of the following tasks:

1. Initial screening of applicants for services, including obtaining necessary demographic data, initial determination of financial eligibility, ascertaining type of problem;
2. Opening files for eligible clients;
3. Referrals of ineligible clients;
4. Prepare and submit monthly statistical reports with demographic data, disposition of cases, and any other necessary statistical information;
5. Maintain and file records of all applicants for services;
6. File closed cases;
7. Help acclimate new employees in office to intake procedure;
8. Provide information and make referrals to phone callers;
9. Familiarity with and use of LawHelp and Language Line or other resources available to assist clients who need referrals or language assistance;
10. Copying and scanning documents. (It is understood that where Intake Officers are assigned to particular persons, those persons should first attempt to have the copying/scanning done by the Intake Officer assigned to him/her);
11. Back-up for sorting and distribution of mail as described in **Section 14.4 (F)**.

**(G) Investigator/Process Server [Class II Legal Worker]**

The Investigator is responsible for some or all of the following tasks:

1. Serving process on attorneys, parties and witnesses;
2. Directing the preparation of affidavits of service;
3. Obtaining a license (to be paid for by the Employer) to act as a Process Server within a reasonable period of time after being hired;

4. Knowing and complying with all laws and regulations pertaining to service of process and renewing said license;
5. Knowing how to do, and doing all necessary tasks to obtain index and docket numbers, tracing index numbers, filing pleadings and other papers;
6. Obtaining decisions and orders on motions or other applications in all courts appeared in by office case handlers;
7. Knowing the neighborhood the office covers, as well as the geography and transit system of New York City, knowing the location of offices, organizations and agencies which the Investigator's office makes referrals to;
8. Investigating cases, conducting interviews, taking photographs, collecting evidence, writing reports and otherwise assisting in the preparation of cases;
9. Testifying at hearings, trials and similar situations.

**(H) Legal Services Assistant (Paralegal) [Class IV Legal Worker]**

The Legal Services Assistant is responsible for some or all of the following tasks:

1. Knowledge of one or more areas of law and the applicable procedures;
2. Interviewing clients in such area or areas;
3. Advocacy for clients before social or governmental agencies;
4. Representation at administrative hearings;
5. Referral of clients;
6. Preparation of papers from standard forms;
7. Attendance at community group meetings;
8. Community outreach;
9. Writing reports, proposals and other documents;
10. Preparing letters and requesting documents to prepare clients' cases;
11. Receiving and maintaining accurate and up-to-date resource material in their area of expertise.

**(I) Mailroom Specialist [Class I Legal Worker]**

The Mailroom Specialist is responsible for some or all of the following tasks:

1. Duplicating, collating and distributing materials;
2. Occasional messenger work;
3. Stocking and requesting mailroom supplies;
4. Sorting, distributing, receiving, labeling, collecting, stamping and posting mail;
5. Limited intra-office maintenance responsibilities.

**(J) Senior Attorney**

A Senior Attorney must meet all of the requirements of a Staff Attorney. The responsibility of a Senior Attorney will include, in addition:

1. Depth of experience as a specialist in a primary field of practice; or
2. Demonstrated competence as a generalist in more complex legal issues.

The Senior Attorney will be responsible for assisting the Employer in the training of less experienced attorneys (the concept of training in this job description is not intended to mean the operating or setting up of training programs, or the

supervision of staff, but is meant to include participation in and assisting with the Employer's training of staff). The Senior Attorney should be able to undertake major litigation with a minimum of supervision and/or be able to plan and develop community development programs.

**(K) Social Worker (with MSW)**

Social Workers/Case Managers are responsible for social work services in support of or related to legal assistance to clients. Duties may include any of the following:

1. Any or all of the duties of the Social Worker/Case Manager;
2. Conduct bio-psycho-social assessments of clients;
3. Review and provide professional assessments of testimony, case records, reports, evaluations, and other submitted documents;
4. Provide brief reports, affidavits, or testimony;
5. Assist clients in identification of service needs which may include but not be limited to medical, mental health, or additional specific social service concerns and to prepare clients for engaging in needed services;
6. Provide supportive counseling, crisis intervention, education and emergency safety planning to clients and designated collateral parties as needed;
7. Supervise graduate level Social Work students, where permissible.

An MSW Social Worker will become a Senior Social Worker, pursuant to **Section 15.2**, when she/he has been employed as a social worker in this program for three years.

**(L) Social Worker /Case Manager (BSW or equivalent degree or related experience).**

Social Workers/Case Managers are responsible for social work services in support of or related to legal assistance to clients. Duties may include any of the following:

1. Confer and consult with attorneys and their clients on issues of social work advocacy relevant to legal matters;
2. Advocate on behalf of clients to secure appropriate and timely benefits, entitlements, and services from social and governmental agencies;
3. Provide social services needs assessments, oversight of client services planning and implementation, and case management functions;
4. Develop referral resources and provide clients with referrals appropriate to their service needs as related to the legal case and maintain liaisons with referral resources, services providers, community agencies, private and public institutions;
5. Develop service plans for and prepare clients to more effectively advocate on their own behalf;
6. Accompany vulnerable clients to various venues relating to legal case or to support referrals; e.g. court, appointments, ACS conferences, and meetings;
7. Develop, conduct, and participate in outreach, education, and training with community groups and agencies;

8. Prepare necessary reports, proposals, and other documents relating to their work;
9. Prepare letters, complete forms, and request documents to secure services for LSNY clients.

A Social Worker will become a Senior Social Worker, pursuant to **Section 15.2**, when she/he has been employed as a social worker in this program for three years.

**(M) Specialist**

The Specialist is an employee with recognized expertise in a particular specialty area of Legal Services work (including litigation skills). A Specialist will not be responsible for supervision or management as defined by applicable labor law. In addition to the other responsibilities of his/her job category, a Specialist is responsible for some or all of the following tasks:

1. Serve as a resource in the specialty area to other LSNY personnel and client and community groups;
2. Assist the Employer in all facets of training and regular updates in the specialty area;
3. Participate as a consultant and/or co-counsel on major litigation in the specialty area;
4. Prepare resource materials in the specialty area.

It is understood that a Specialist will be permitted a reduced case load and intake duties to allow for the performance of the above tasks.

**(N) Staff Attorney**

Staff Attorneys are responsible for the provision of legal services to indigent individuals and eligible groups. The duties may include any of the following tasks:

1. Interviewing clients;
2. Giving legal advice;
3. Case intake and file maintenance;
4. Keeping current on the state of law and procedures within their area(s) of practice;
5. Doing legal research;
6. Preparing and drafting legal documents, pleadings, motions, briefs and appeals;
7. Representing clients in court, administrative agencies, and other appropriate forums; and
8. Collaborating or teaming with other staff for the purpose of assisting the Employer in training (the concept of training in this job description is not intended to mean the operating or setting up of training programs, or the supervision of staff, but is meant to include participating in and assisting with the Employer's training of staff).

Attorneys will always act in accordance with the Code of Professional Responsibility, and nothing in this job description shall be construed so as to allow the Employer to cause the Staff Attorney to violate the Code of Professional Responsibility.

A Staff Attorney will become a Senior Attorney, pursuant to § 15.2 of this Collective Bargaining Agreement, when he/she has been employed as a Staff Attorney in this program for three years.

**(O) Staff Secretary [Class II Legal Worker]**

The Staff Secretary is responsible for some or all of the following tasks:

1. Typing papers, memoranda, and other documents from either recorded or written copy;
2. Taking messages and placing calls if the Case handler assigned to them is unable to;
3. Making copies of documents that the Staff Secretary types, or that are necessary to the Case handler the Staff Secretary works with;
4. Receiving, sorting, labeling, collecting, stamping and posting mail if assigned to do so by the supervisor;
5. Transcribing dictation; and
6. Filing.

**(P) Switchboard Operator/Receptionist [Class II Legal Worker]**

The Switchboard Operator/Receptionist is responsible for some or all of the following tasks:

1. Operating the central telephone equipment in the office;
2. Taking messages and leaving them in the appropriate place for staff members;
3. Speaking to each prospective client or visitor who enters the office to determine whether or not they can be helped;
4. Referring persons who cannot be served by the office to the appropriate agency, if available, or informing people that no assistance is available if that is the case;
5. Performing preliminary intake or screening interview, including preparation of appropriate forms, which may require occasional typing;
6. Maintaining a chart indicating the location of every staff person, who must report their location and schedule to the Receptionist;
7. Sorting and distributing the mail, if assigned to do so by the supervisor; and
8. Occasional filing.

**(Q) Tenant Organizer [Class IV Legal Worker]**

The job description for Tenant Organizer shall be negotiated by the parties. This title shall be in Legal Worker Classification 4, as will all other non-attorney case handlers except Social Worker with M.S.W.

**(R) Staff Accountant I**

The Staff Accountant I has duties and responsibilities as follows:

1. Work with field offices on documents and contracts requirements and due dates;
2. Respond to field requests for financial data related to assigned grants;
3. Verify the Position Control pages that staff FTEs do not exceed 100%;



4. For the assigned contracts and grants, enter and maintain in accounting software the grant/contract budgets and FTEs;
5. Update and maintain budget workbook Position Control pages;
6. Prepare entries in accounting system for grant/contracts vouchers;
7. Run periodic Grant/Contract Budget Variance Reports and post on the LSNY website;
8. Monitor budget variances and contact field offices for explanations of significant variances;
9. Provide donors/funders with required financial reports;
10. Prepare financial reports to government or private funders; ensure the timely submissions of all vouchers and related compliance reports;
11. Maintain consistent communications with field offices;
12. Ensure monthly spending is occurring or/and allocation entries are being made timely and consistently and in accordance with approved funding;
13. Work closely with Accounting to review funded salary allocations, outstanding contracts receivables, inconsistent expense coding, and potential cross-funding;
14. Provide a monthly forecast of cash receipts by funding sources for the next 12 months;
15. Prepare contracts/grants closeouts;
16. Meet with government contract auditors and provide required information.

**(S) Staff Accountant II - Class VIII Legal Worker**

The Staff Accountant II has duties and responsibilities as follows:

1. Coordinate contract and grant status through LSNY contract management personnel;
2. Work with the Director of Budgets and Grant Accounting to develop budgets for each office on LSNY-wide contracts (excel spreadsheet). Verify the Position Control pages that staff FTEs do not exceed 100%;
3. Fill out contracts/grants documents for LSU and Admin Fiscal proposals;
4. Email to field offices to obtain their verification/confirmation for the incoming year of their respective contract budgets; make necessary changes;
5. Enter and maintain in accounting software the budgets and FTEs for assigned contracts/grants;
6. Update and maintain budget workbook Position Control pages;
7. Prepare entries in accounting software for grant/contracts vouchers;
8. Run periodic Grant/Contract Budget Variance Reports and post on the LSNY website;
9. Monitor budget variances and contacts field offices for explanations of significant variances;
10. For case-based contracts/grants, follow up with the Grants Management staff in Operations/LSU to ascertain caseload data for vouchering purposes;
11. Provide donors/funders with required financial reports;
12. Prepare financial reports to government or private funders: ensure the timely submissions of all vouchers and related compliance reports;
13. Maintain consistent communications with field offices;
14. Ensure monthly spending is occurring or/and allocation entries are being made timely and consistently and in accordance with approved funding;

15. Work closely with Accounting to review funded salary allocations, outstanding contracts receivables, inconsistent expense coding, and potential cross-funding;
16. Provide to the Controller a monthly forecast of cash receipts by funding sources for the next 12 months;
17. Prepare contracts/grants closeouts;
18. Meet with government contract auditors and provide required information;
19. Provide assistance to Staff Accountant I as needed.

**(T) Senior Accountant – Accountant III**

The Senior Accountant has duties and responsibilities as follows:

1. Ensure consistent application of GAAP accounting standards, as well as LSNY's financial policies;
2. Assist in LSNY's monthly and annual close;
3. Prepare monthly journal entries to record accounts receivable, cash receipts and contributions;
4. Perform bank reconciliations for selected accounts;
5. Reconcile quarterly 941 as prepared by our tax service to what has been recorded as salaries expense in the general ledger;
6. Prepare accrual journal entries as necessary i.e. health insurance, accrued taxes, salaries, etc.;
7. Perform monthly account analysis for selected balance sheet accounts, investigate and communicate discrepancies;
8. Review general ledger entries for proper revenue recognition of pledge receivables;
9. Review accounts payable invoices for proper authorization and expense coding;
10. Assist in annual audit schedules and financial statement preparation;
11. Assist in the preparation of monthly analytical budget vs. actual reports using accounting software, for management and constituent offices;
12. Work closely with Development to maintain cash receipts and revenue recognition;
13. Update budgets of LSNY-wide contracts; enter into accounting software approved budgets; submit vouchers, record journal entries, provide grant budget variance reports, respond to contract audits, and close-out contracts;
14. Assist the Director of Budget and Grants in maintaining the budget workbooks;
15. Provide monthly a forecast of cash receipts by funding sources for the next 12 months.

**(U) Accounts Payable Specialist**

The Accounts Payable Specialist has duties and responsibilities as follows:

1. Process and review all payables for accuracy and full supporting documentation;
2. Communicate with staff and vendors to ensure all requests for payment are accompanied by original invoices, purchase orders and/or check requests;
3. Obtain appropriate approval and account coding;
4. Review vendor statements and investigate discrepancies;
5. Input or/and review payable information into accounting system, produce checks, and prepare checks for signature by appropriate staff;

6. Maintain and file timely, paid invoices, for easy retrieval;
7. Prepare 1099's at year end;
8. Investigate and make recommendation for write-offs of stale dated checks outstanding in excess of 90 days;
9. Act as back-up for payroll  
[Complete payroll at least four times per year and as needed. At such times the incumbent will receive one-on-one support and direction from the Payroll Specialist, Controller or Assistant Controller. In recognition of this task, the incumbent will receive a specialist differential of \$2000];
10. Make timely cash receipt deposits to the bank;
11. Respond to W9 requests.

**(V) Payroll Specialist**

The Payroll Specialist has duties and responsibilities as follows:

1. Responsible for the accurate, timely preparation and distribution of bi-weekly payroll processing using payroll software;
2. Process payroll changes as necessary such as; employee salaries, garnishments, withholdings, etc.;
3. Maintain and coordinate with Human Resources to ensure payroll changes are reflected in the HR database;
4. Prepare and maintain payroll reports;
5. Coordinate with Finance to ensure the accurate import of payroll data is received in general ledger;
6. Ensure LSNY continues to make improvements in payroll software processes and procedures by remaining abreast of new techniques and technology;
7. Monthly, review and confirm the timely filing and payment of LSNY liabilities by the outside tax service and communicate discrepancies;
8. Process and remit EVA reports to local offices, insurance providers and Union;
9. Assist as needed with payroll year-end reconciliations.

**(W) Accounting Associate**

The Accounting Associate has duties and responsibilities as follows:

1. Serve as LSNY's primary contact to vendors; maintain purchase orders and vendor files;
2. Process all of LSNY's contractual agreements and purchases in excess of \$500, i.e. review all paperwork for each contract/purchase, enter data into accounting software and track through end date; work closely with accounts payable, grants management and program staff;
3. Ensure purchase procedures are accurate, in compliance with federal regulations relating to procurement as stated in OMB circular-A110 and related cost accounting guidelines;
4. Periodically update staff on current procurement procedures and policies;
5. Maintain fixed asset accounts and depreciation schedules;
6. Maintain detailed schedule of equipment leases; prepare note for year-end audited statements;
7. Perform monthly reconciliations and communications regarding Escrow accounts;

8. Perform monthly reconciliation of revolving accounts;
9. Perform monthly reconciliation of general operating account;
10. Assist in year-end financial audit and preparation;
11. Act as back-up in the area of Accounts Payables.

**(X) Database Administrator**

The Database Administrator has duties and responsibilities as follows:

1. Maintains, customizes, optimizes, and debugs database applications used by LSNY and its Constituent Corporations;
2. Develops and runs reports as necessary for management;
3. Ensures data and application integrity;
4. Develops and maintains operational and system level documentation;
5. Coordinates and helps provide training opportunities for staff;
6. Creates, implements, and verifies database backup methodologies;
7. Creates and maintains database use and security procedures;
8. Collaborates with project managers and developers during requirements definition and sign off on ER diagrams for all development initiatives;
9. Facilitates communication between database application users to increase proficiency;
10. Maintains relationship with DB vendors and act as first point of contact regarding technical and licensing issues;
11. Performs other duties as directed.

**(Y) Technical Support Associate**

The Technical Support Associate shall have duties and responsibilities as follows:

1. Provide direct support, including Windows/Office desktop and network support, telecommunications support and troubleshooting to end users;
2. Handle problem recognition, research, isolation, resolution and follow-up for routine user problems; refer more complex problems to supervisor or contractors;
3. Log and track calls and support work using problem management database, and maintain history records and related problem documentation;
4. Assist in training staff members and help them build their technical skills;
5. Coordinate the use of and training on the software and/or network(s). This includes the documentation for tracking help calls and work requests. Monitor to ensure the effective use of the software and applicable systems. Help develop and update training materials;
6. Assist in the administration of email, web, database, payroll, and accounting servers, as well as networking and backup systems;
7. Support, maintain and configure computers, printers, peripherals and software;
8. Assist in technology procurement. Maintain software library, licenses, and an inventory of office equipment (serial number, software, & IP addresses);
9. Work with contractors on the maintenance of non-IT office equipment;
10. Perform occasional website and web technology work;
11. Perform other related technical projects and tasks as assigned.

## **15.0 PROMOTIONS AND TRANSFERS**

### **15.1 Lines of Promotion**

The Labor-Management Committee shall discuss lines of promotion from one job title to another.

### **15.2 Advancement to “Senior” Position**

There shall be no rostering for the position of Senior Attorney. Staff Attorneys, Legal Services Assistants, Social Workers and MSW Social Workers shall automatically receive the designation and job title of Senior Attorney and Senior Legal Services Assistant after three (3) years’ experience with the program. This designation shall not carry with it a wage differential.

### **15.3 Promotion Out of Bargaining Unit**

The Employer agrees to provide the Union with documentation to substantiate any promotion out of the bargaining unit and further agrees that such promotion shall not be done so as to undermine the Union.

### **15.4 Transfers Between Programs**

#### **(A) Voluntary Transfers; Hiring Preference**

An employee who applies for another job within the bargaining unit shall be interviewed during the two (2) week period described in **Section 17.9(A)** and shall be afforded full opportunity to compete for the position. If there is a vacancy, it shall be filled by a bargaining unit employee if his/her experience and qualifications are equal to those of the outside applicant. As between two employee applicants with equal qualifications seniority shall be controlling. Experience to be considered shall not be limited to experience in the position applied for. The word “employee” in this provision shall be deemed to include a laid off employee with recall rights.

#### **(B) No Involuntary Transfers Between Programs**

There shall be no involuntary transfers between programs.

## **16.0 NONDISCRIMINATION**

### **16.1 Political Activity**

The Employer shall issue no restrictions of employees’ political activity, except restrictions which restate or interpret applicable regulations and court restrictions on partisan or non-partisan political activity.

### **16.2 Contract Rights**

There shall be no discipline for exercising contractual rights.

### **16.3 Nondiscrimination/Affirmative Action**

#### **(A) Policy**

There shall be no discrimination in hiring, wages, promotions or other terms or conditions of employment or opportunity for employment based upon race, color, sex, sexual orientation, creed, national origin, citizenship status, age, religion, political affiliation or belief, or marital, parental, military or disability status. The

Employer will adopt an Affirmative Action Plan by March 1, 1994. The Affirmative Action and Diversity Committee shall develop and recommend an Equal Opportunity Policy Statement to the Executive Director.

**(B) Affirmative Action and Diversity Committee/Bar Exam Failure**

The Union recognizes that the Employer has made meaningful progress in recent years with regard to increasing and improving employment and promotional opportunities for women and minority employees. To continue and enhance this progress, the parties shall establish an Affirmative Action and Diversity Committee comprised of three (3) members designated by each party. The committee shall meet quarterly or more frequently as determined by the committee to address matters of mutual concern with regard to affirmative action, hiring and retention of women and minority employees and make such recommendations as it deems appropriate. This committee shall develop and recommend an Affirmative Action Plan to the Executive Director for adoption on or before March 1, 1994. The committee shall report to the Executive Director.

**(C) Job Announcements**

The Employer shall send job announcements to places requested by the Union. The Employer shall include in job announcements that people of color, women, people with disabilities, gay, lesbian, bisexual and transgender people are welcome and encouraged to apply.

**16.4 Sexual Harassment**

*See also, Appendix A*

**(A)** The Employer shall adopt a policy on sexual harassment. Notice of such policy shall be posted in each office and a copy of such policy shall be printed in the collective bargaining agreement. A copy of the proposed policy is attached. The posted notice shall be in English and Spanish and any other language appropriate for the particular office which states:

“It is the policy of Legal Services for New York City (LSNY) that all employees shall have the right to work, and all clients have the right to be served, in an atmosphere free from sexual harassment. Sexual harassment infringes on an employee’s right to a working environment, and a client’s right to a service environment, which is free of discrimination. LSNY will not condone sexual harassment by or against any employee or client. Examples of the verbal or physical conduct which may violate LSNY policy include, but are not limited to:

- a.** Physical contact;
- b.** Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, evaluations, letters of recommendation, or to the receipt of program services;
- c.** Direct propositions of a sexual nature;
- d.** Subtle pressure for sexual activities;

If you believe that a legal services employee has sexually harassed you, you may request to receive a copy of the policy which includes the procedures on how to make a complaint.”

- (B) In addition to the requirements of § 16.4 (A) above, the Employer shall have the following obligations under this contract:
1. The Executive Director shall appoint a panel and the chair thereof to investigate allegations of sexual harassment consisting of eight supervisors, one from each project, at least two (2) of whom shall be women and two (2) of whom shall be men;
  2. LSNY’s policy on sexual harassment and the list of the members on the panel on sexual harassment and their telephone numbers shall be posted conspicuously in each office.
  3. A panel member accused of sexual harassment shall be suspended from the panel pending investigation of the allegations and the Executive Director promptly shall make an interim appointment in place of such suspended panel member;
  4. Workshops on sexual harassment shall be made available for all staff at least once a year. In addition, members of the panel shall be given adequate training regarding sexual harassment, decisional standards used in such cases, as well as LSNY’s policy and procedures.
  5. A supervisor shall withdraw from and shall not participate in activities or decisions, including but not limited to, those involving hiring, evaluations, promotions, and discipline, which rewarded or penalized any person with whom the supervisor has or has had a romantic and/or sexual relationship;
  6. A complaint under the sexual harassment policy shall be handled in accordance with the times set forth in the policy;
  7. A complaining employee shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in the investigation; and
  8. The LSNY Board of Directors shall not modify or amend the attached policy in a manner which lessens or weakens said policy unless such modification or amendment is required by law or the regulations, instructions, guidelines, assurances, grant conditions or other directives from grantors.
- (C) The only sexual harassment issues which may be submitted to grievance and arbitration pursuant to this collective bargaining agreement shall be those listed in § 16.4(A) and (B).

## **17.0 OTHER EMPLOYEE RIGHTS AND OBLIGATIONS**

### **17.1 Bar Examination**

#### **(A) Obligation to Take**

All persons employed in Attorney or Law Graduate positions who have not taken and passed the New York State Bar Examination (and who are not currently admitted to practice in New York pro haec vice based upon admission in another

state) are required to take the examination each time it is available and they are eligible.

**(B) Leave to Study**

All employees required by LSNY to take the New York State Bar Examination (and pro haec vice attorneys who choose to take the Examination) shall be granted two (2) weeks off, with pay, prior to the date of each New York State Bar Examination for which they have registered.

**(C) Added/Borrowed Leave to Study**

All employees required by LSNY to take the New York State Bar Examination (and pro haec vice attorneys who choose to take the examination) shall be permitted to borrow up to two (2) weeks (10 days) of Annual Leave to use prior to the date of the examination for which they have registered if they have exhausted their accrued Annual Leave.

1. All loans of Annual Leave shall be confirmed in writing, signed by the employee and the Employer, with a copy mailed to LSNY Fiscal Department.

2. All loans of Annual Leave shall be repaid by application to the loan of all Annual Leave accumulated by the employee after the loan, until the loan is extinguished. Any outstanding loans at the time of termination shall be recouped from the last payroll check.

**(D) Problem Analysis Course**

Any Law Graduate or unadmitted attorney who fails the bar examination shall be encouraged to attend a problem analysis type bar review course selected by the Employer in conjunction with the Affirmative Action and Diversity Committee, at the Employer's expense and during non-working time, if possible. If the Employer in conjunction with the Affirmative Action and Diversity Committee determines this program to be efficacious, it shall be continued through June 30, 2003. If the employee does not enroll in the problem analysis course offered, he/she shall submit an alternative plan to the Project Director and if he/she chooses to enroll in an alternative course, it shall be at her/his own expense.

**17.2 Expense Reimbursement**

**(A)** The Employer shall reimburse employees for all actual job related expenses incurred by the employee in the course of the employee's appropriate work activities, including, but not limited to, filing fees, xerox costs, telephone, transportation, process serving costs, and supper money, subject to the following restrictions:

1. A Project Director may require advance approval to be obtained prior to the incurral of any specified type of expenses including those listed in two (2) through six (6) below (except reasonable filing fees, xerox costs, telephone and transportation to and from court and administrative agencies by public transportation) and may deny reimbursement where such approval is not obtained;



2. Personal car use will be reimbursed at the rate permitted by LSC guidelines plus parking and toll charges;
3. Out-of-town travel and parking must always be approved by the Project Director or Managing Attorneys prior to incurral;
4. Supper money will be \$7.50 and will only be available if the employee worked seven hours between 9:00 a.m. and 6:00 p.m. and then continues to work until at least 7:30 p.m. Additionally, \$7.50 supper money will be available if the employee worked outside of his/her home five hours between 12:00 p.m. and 6:00 p.m. on a holiday or weekend and then continues to work until at least 7:30 p.m.;
5. Out-of-town travel will be reimbursed at the rates approved by LSNY pursuant to the Legal Services Corporation's regulations;
6. The Employer shall reimburse employees for cab fare home from the office or any employment related activity if they live within the City of New York. If they live outside the City, the employee shall be reimbursed for cab fare to the commuter rail or bus station within New York City and home from their suburban rail or bus station, when the employee works until at least 10:00 p.m. The employee will make reasonable efforts to give the Employer notice of the need for cab fare under this section. Further, the Employer shall not place any other restrictions on an employee from using car or cab services to go home when the employee works until at least 10:00 p.m.

- (B) Non-case handling employees who have childcare and who work overtime with the approval of their supervisor, shall be reimbursed for childcare costs, at the set rate of \$5.00 an hour. To be eligible for this benefit an employee must advise the requesting supervisor of the applicability of this clause to the employee at the time the overtime work is being assigned.
- (C) All expense reimbursement requests must be submitted by the last day of the month following the month in which the expense was incurred. LSNY may waive this time period. All reimbursements shall be made within thirty (30) days of submission. The Employer shall advance job related costs when requested and prior approval has been granted.

### **17.3 Private Practice**

All attorneys while employed by the Employer shall maintain no compensated private practice of law whatsoever, and no uncompensated private practice without express approval of the Project Director or his/her designee. This provision shall be consistent with Legal Services Corporation Regulations and is not intended to add to or subtract from those regulations.

### **17.4 Gifts**

No employee may accept gifts or gratuities from any client or any person who has received services other than token gifts, which must be disclosed immediately to the Project Director. No cash may be accepted.

## **17.5 Diversity and Staff Participation in Hiring**

LSNY highly values diversity in the workplace, both for staff and for the clients we serve.

Each program will develop a system for staff participation in the hiring process that provides staff with an opportunity to meet with interviewees for both bargaining unit and non-bargaining unit positions, to review resumes, and to have input into hiring decisions. It is expressly understood that in some situations job applications have been submitted in confidence and to the extent this is so, it may not be possible to provide staff an opportunity for participation with such candidates. The employer will use good faith in invoking the confidentiality exception to participation in hiring.

Interviewees shall be informed of the existence of a wall-to-wall union.

## **17.6 Notice of Board Meetings**

Notices of all Board of Directors' meetings shall be posted on the office bulletin board. Minutes and agendas, if available, also shall be posted. Nothing herein shall be interpreted to invalidate any action by the Board of Directors as a result of the failure to post such notice.

## **17.7 Contract and Manual Distribution**

LSNY shall give a copy of the contract to all employees. A copy of the Personnel Manual shall be given to all employees after each major revision. New Employees shall be given copies of both documents upon hire.

## **17.8 Resignation; Notice**

An employee who proposes to terminate his/her employment shall give prior written notice to his/her Project Director or Managing Attorney as follows:

<b>Attorneys:</b>	Four (4) weeks
<b>Legal Workers:</b>	Two (2) weeks

This requirement shall be waived in case of emergency or other worthy reason.

## **17.9 Notice of Job Openings**

### **(A) To Employees First**

The Executive Director and Project Directors shall publicize to the staff the availability of jobs within the bargaining unit in all offices of the Employer at least fourteen (14) calendar days before hiring any person to fill such jobs. The fourteen (14) calendar days shall begin to run when the notice is mailed to each office and to the Union office and a copy of the notice has been given to the Union delegate in each office from which the notice is mailed.

The Employer shall also publicize the availability of jobs to any person who has been laid off and remains on the recall list, and to any employee who is scheduled to be laid off, at least fourteen (14) calendar days before hiring any person for such jobs in the following manner. Every attorney on the recall list shall receive notification of all available attorney positions. Every legal worker shall receive notification of all available legal worker positions regardless of job classification.

Notification to any person on the recall list or scheduled to be laid off shall be by regular first class mail. Further, the Employer shall provide the union with a list of the people on the recall list to whom the job announcement has been sent and their addresses.

**(B) Where Posted**

For the first seven (7) calendar days of this period, the announcement will not be sent outside the program, except that it may be sent to national publications and places identified in the affirmative action plan as prime potential sources of minority employees. Notice on the Union bulletin board shall be deemed appropriate publicity.

**(C) Distribution**

Job announcements also shall be distributed to an employee in each office at least fourteen (14) calendar days prior to the hiring of any person to fill a bargaining unit job. The Union will designate the employee to receive the job announcements, and will provide the Employer with current lists of such employees.

**(D) Job Postings**

Job announcements will expire after six months.

**17.10 Children's College Fund**

LSNY shall create an enrollment program for parents wishing to start a "529" college fund for their children.

**18.0 SALARIES AND WAGES**

**(A)** The parties agree to a three year contract for the period July 1, 2006 through June 30, 2009. The term of this contract may be extended and salaries altered in accordance with the terms of the "Side Letter – Reopener." Salaries will be in accordance with the following, and are set forth in the attached salary scales:

**(1) Attorneys –**

- (a) Law Graduate salaries and Attorney Steps 1-21, and Step 25 shall be increased by \$2,600 in the first contract year;
- (b) Law Graduate salaries and Attorney Steps 1-5 shall be increased by an additional \$1,500 in contract year one and Steps 6 through 11 shall be adjusted in order to create equal step amounts between each step from Step 5 to Step 12.
- (c) Law Graduate salaries and Attorney Steps 1-21 and Step 25 (including the steps adjusted in the first year of the contract) shall be increased \$2,600 in each of the second and third years of the contract; and
- (d) A new Attorney Step 30 shall be created at a salary rate equal to the salary rate at Step 25 plus 3%.

**(2) Legal Workers Classifications I, II, and III**

- (a) Steps 1-21, and Step 25 shall be increased by \$1600 each contract year;
- (b) A new Step 30 shall be created at a salary rate equal to the rate at Step 25 plus 3%.

**(3) Legal Worker Classifications IV and above**

- (a) Steps 1-21, and Step 25 shall be increased by \$1800 each contract year; and
- (b) A new Step 30 shall be created at a salary rate equal to the rate at Step 25 plus 3%.

**(B)** Steps will be implemented at the beginning of each quarter in which the employee arrives at the anniversary date.

**(C)** When an employee reaches Step 21 or Step 25, the following will determine the employee's salary rate: the employee will reach Step 21 or Step 25 on her/his anniversary quarter. On the following July 1<sup>st</sup> and each July 1<sup>st</sup> thereafter during this contract, she/he will receive an increase of 2% of the prevailing salary for Step 21 or Step 25. This increase will not be into the rate. Beginning with the first July 1<sup>st</sup> referred to above, the employee's anniversary will be considered to be July 1<sup>st</sup>. Employees shall reach Step 30 in his/her original anniversary quarter after completion of 29 years of service. Thereafter the employee will receive the Step 30 salary in effect during that contract year.

**18.1 Scales Based On Years of Service**

All bargaining unit employees shall be paid in accordance with the salary schedule for their job classification, based on their years of service, as set forth below.

**18.2 Calculation of Years of Service**

Effective January 1, 1991, the years of service for employees actively employed on the date of ratification of this agreement shall be determined as follows:

**(A)** For attorneys, years of service shall be based on the number of years since their year of graduation. For those employees whose year of graduation was adjusted at the time of their hire pursuant to § 3.9 of the Collective Bargaining Agreement in effect from January 1, 1989 through December 31, 1990, or such predecessor clause, years of service shall be based on their adjusted year of graduation.

**(B)** For legal workers, years of service shall be based on their actual years of service with the Employer. Those Legal Workers who received additional compensation pursuant to Sections 3.5 or 3.6 of the Collective Bargaining Agreement in effect from January 1, 1989 through December 31, 1990, or such predecessor clause, shall be credited with additional years of service as follows:

1. Employees will be credited with two (2) years of service if such compensation received under § 3.5 was in excess of \$1,250.00; and one (1) year of service if such credit was in excess of \$300.00, but less than or equal to \$1,250.00.

2. Employees will be credited with three (3) years of service if such compensation received under § 3.6 was in excess of \$1,250.00; two (2) years of service; if such credit was in excess of \$750.00, but less than or equal to \$1,250.00; and one (1) year of service if such credit was in excess of \$250.00, but less than or equal to \$750.00.

- (C) Effective July 1, 1993, for Masters of Social Work, years of service shall be based on the number of years since the award or receipt of a Masters of Social Work degree.

### **18.3 Increase in Years of Service for Non-Salary, non-18.0B, Purposes**

Every employee shall be credited with an additional year of service, effective on the first of the month of their hire, for purposes other than implementing salary step increases.

### **18.4 Placement on Steps for New Employees**

#### **(A) Attorneys**

Attorneys will be hired based on year of graduation from law school, *i.e.*, placement on the salary structure will be based on the number of years since graduation, except when an attorney has not practiced law full-time at least 75% of the time since graduation from law school. In such case, an attorney will be credited with one (1) year of service for each year of full-time practice. The employer shall calculate the actual number of years, including months, since the affected employee graduated from law school. Where the employee's total years since graduation includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

#### **(B) Legal Workers**

For legal workers, other than MSW's, placement on the step system shall be determined at the time of employment based on years of experience comparable to LSNY legal workers' experience. In order to accomplish this, all employees currently at Step 3 or below shall be placed at the step, up to step 4, that reflects prior experience. New hires in calendar year 2004 shall be awarded up to 4 years' credit; new hires in calendar year 2005 shall be awarded up to 5 years' credit. In each subsequent calendar year, one year shall be added to the maximum numbers of years' credit that shall be awarded. Placement on the step system shall not affect seniority, which shall be governed by date of hire as provided in §18.2 of the collective bargaining agreement. Prior experience shall mean one year of credit for each year of employment in a position equivalent to the one for which the employee is being hired. The amount of credit given to an incoming employee will be proposed by the Project Director and will be accompanied by a written justification and resume, and approved by the Executive Director. The resume and written justification for placement on a higher step shall be attached to the Personnel Action Form sent to the Union.

#### **(C) Law Graduates**

Law graduates shall remain at the Law Graduate salary rate until admitted to the bar. Upon admission, he/she shall be paid in accordance with the applicable attorney salary schedule, based on § 18.4(A) above.

Any applicable increase(s) shall be retroactive to the date of publication in the New York Law Journal of bar passage. Any Law Graduate who takes and passes the ethics portion of the bar examination within four (4) months of the publication of the bar examination results shall be paid retroactively to the date of said publication; however, any Law Graduate who takes and passes the ethics portion of the bar examination more than four (4) months after the publication of the bar examination results shall be paid retroactively to the date of the notification of the passing of the ethics portion.

- (D) Masters of Social Work will be hired based on year of award or receipt of the Master of Social Work degree, *i.e.*, placement on the salary structure will be based on the number of years since the award or receipt of the degree, except when an employee has not practiced social work at least 75% of the time since the award or receipt of the Master of Social Work degree. In such case, the employee will be credited with one (1) year of service for each year of full-time practice. The employer shall calculate the actual number of years, including months, since the affected employee was awarded or received the Master of Social Work degree. Where the employee's total years since the award or receipt includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

## **18.5 Salary Scales**

### **(A) Salary Scales by Job Classification**

The following schedules shall determine the annual salaries of current and future members of the collective bargaining unit. Schedule I shall be effective July 1, 2006 through June 30, 2007. Schedule II shall be effective from July 1, 2007 through June 30, 2008. Schedule III shall be effective from July 1, 2008 through June 30, 2009. The "step" increases shall, as set forth in 18.3, be effective on the first day of the month of an employee's hire, subject to 18.5 (B) below.

### **(B) Payment of Step Increases After Expiration**

1. It is agreed that any step increase which otherwise would be payable after the expiration of this Agreement, on June 30, 2009, may be suspended pending the execution of a new Agreement, in the event that a reasonable expectation exists, at or prior to the date this Agreement expires, that the Employer's projected cash receipts in the calendar year in which this Agreement expires (the "Expiration Year") will be less than its actual cash receipts in the immediately preceding calendar year (the "Prior Year").
2. Any diminution in the amount of cash receipts projected to be received by the Employer in the Expiration Year from the New York City Emergency Assistance to Families ("EAF") program shall be excluded from the calculation of cash receipts referred to in § 18.5(B)1 above, except to the extent that such diminution is projected to result from (a) a reduction by New York City either in EAF case reimbursement rate below the rate applicable in 1997 or in the maximum authorized aggregate EAF

expenditure below the level actually achieved in 1997 by the Employer, or (b) discontinuance by the City of the EAF program.

3. In the event that the expectation referred to in § 18.5 (B)1 above first exists more than thirty (30) days prior to the date this Agreement expires, the Employer agrees to give thirty (30) days' prior notice of suspension of step increases. If such an expectation exists less than thirty (30) days prior to the date this Agreement expires based on information received during that thirty day period, the Employer shall give notice within two (2) days after such expiration is known.
4. Every effort will be made by the Employer to file grant and/or contract paperwork in a timely fashion.

## Salary Scale A – Attorneys

<b>Years of Service</b>	<b>Step</b>	<b>Schedule I 7/1/06 - 6/30/07</b>	<b>Schedule II 7/1/07 - 6/30/08</b>	<b>Schedule III 7/1/08 - 6/30/09</b>
0	1	48,867	51,467	54,067
1	2	50,850	53,450	56,050
2	3	52,834	55,434	58,034
3	4	56,332	58,932	61,532
4	5	58,828	61,428	64,028
5	6	60,481	63,081	65,681
6	7	62,135	64,735	67,335
7	8	63,788	66,388	68,988
8	9	65,442	68,042	70,642
9	10	67,095	69,695	72,295
10	11	68,749	71,349	73,949
11	12	70,402	73,002	75,602
12	13	72,065	74,665	77,265
13	14	73,727	76,327	78,927
14	15	75,391	77,991	80,591
15	16	76,731	79,331	81,931
16	17	78,076	80,676	83,276
17	18	79,419	82,019	84,619
18	19	80,763	83,363	85,963
19	20	82,103	84,703	87,303
20-23	21	86,132	88,732	91,332
24-28	25	88,146	90,746	93,346
29+	30	90,790	93,468	96,146



## Salary Scales B – Law Graduates

<b>Years of Service</b>	<b>Step</b>	<b>Schedule I 7/1/06 - 6/30/07</b>	<b>Schedule II 7/1/07 - 6/30/08</b>	<b>Schedule III 7/1/08 - 6/30/09</b>
Any	1	46,948	49,548	52,148

## Salary Scale C- Class VIII Legal Workers

Class VIII-A: Masters of Social Work

Class VIII-B: Database Administrator

Class VIII-C: Senior Accountant-Accountant III

Years of Service	Step	Schedule I 7/1/06 - 6/30/07	Schedule II 7/1/07 - 6/30/08	Schedule III 7/1/08 - 6/30/09
0	1	42,392	44,192	45,992
1	2	44,310	46,110	47,910
2	3	46,228	48,028	49,828
3	4	48,148	49,948	51,748
4	5	50,066	51,866	53,666
5	6	51,985	53,785	55,585
6	7	53,902	55,702	57,502
7	8	55,504	57,304	59,104
8	9	57,101	58,901	60,701
9	10	58,724	60,524	62,324
10	11	60,297	62,097	63,897
11	12	61,895	63,695	65,495
12	13	63,495	65,295	67,095
13	14	65,094	66,894	68,694
14	15	66,692	68,492	70,292
15	16	67,971	69,771	71,571
16	17	69,251	71,051	72,851
17	18	70,531	72,331	74,131
18	19	71,807	73,607	75,407
19	20	73,086	74,886	76,686
20-23	21	76,924	78,724	80,524
24-28	25	78,725	80,525	82,325
29+	30	81,087	82,941	84,795

**Salary Scale D- Class VII Legal Workers**  
Staff Accountant II

<b>Years of Service</b>	<b>Step</b>	<b>Schedule I 7/1/06 - 6/30/07</b>	<b>Schedule II 7/1/07 - 6/30/08</b>	<b>Schedule III 7/1/08 - 6/30/09</b>
0	1	40,553	42,353	44,153
1	2	42,256	44,056	45,856
2	3	43,959	45,759	47,559
3	4	45,583	47,383	49,183
4	5	47,205	49,005	50,805
5	6	48,828	50,628	52,428
6	7	50,449	52,249	54,049
7	8	51,834	53,634	55,434
8	9	53,216	55,016	56,816
9	10	54,617	56,417	58,217
10	11	55,933	57,733	59,533
11	12	57,267	59,067	60,867
12	13	58,603	60,403	62,203
13	14	59,939	61,739	63,539
14	15	61,273	63,073	64,873
15	16	62,368	64,168	65,968
16	17	63,464	65,264	67,064
17	18	64,560	66,360	68,160
18	19	65,652	67,452	69,252
19	20	66,747	68,547	70,347
20-23	21	70,034	71,834	73,634
24-28	25	71,663	73,463	75,263
29+	30	73,813	75,667	77,521

## Salary Scale E - Class VI Legal Workers

Class VI-A: Accounting Associate

Class VI-B: Staff Accountant I

Years of Service	Step	Schedule I 7/1/06 - 6/30/07	Schedule II 7/1/07 - 6/30/08	Schedule III 7/1/08 - 6/30/09
0	1	38,714	40,514	42,314
1	2	40,201	42,001	43,801
2	3	41,689	43,489	45,289
3	4	43,017	44,817	46,617
4	5	44,343	46,143	47,943
5	6	45,670	47,470	49,270
6	7	46,996	48,796	50,596
7	8	48,164	49,964	51,764
8	9	49,331	51,131	52,931
9	10	50,510	52,310	54,110
10	11	51,569	53,369	55,169
11	12	52,639	54,439	56,239
12	13	53,711	55,511	57,311
13	14	54,783	56,583	58,383
14	15	55,853	57,653	59,453
15	16	56,764	58,564	60,364
16	17	57,677	59,477	61,277
17	18	58,588	60,388	62,188
18	19	59,497	61,297	63,097
19	20	60,408	62,208	64,008
20-23	21	63,143	64,943	66,743
24-28	25	64,601	66,401	68,201
29+	30	66,539	68,393	70,247

**Salary Scale F - Class V Legal Workers**  
Payroll Specialist

<b>Years of Service</b>	<b>Step</b>	<b>Schedule I 7/1/06 - 6/30/07</b>	<b>Schedule II 7/1/07 - 6/30/08</b>	<b>Schedule III 7/1/08 - 6/30/09</b>
0	1	36,875	38,675	40,475
1	2	38,147	39,947	41,747
2	3	39,419	41,219	43,019
3	4	40,451	42,251	44,051
4	5	41,481	43,281	45,081
5	6	42,513	44,313	46,113
6	7	43,543	45,343	47,143
7	8	44,494	46,294	48,094
8	9	45,446	47,246	49,046
9	10	46,403	48,203	50,003
10	11	47,205	49,005	50,805
11	12	48,011	49,811	51,611
12	13	48,819	50,619	52,419
13	14	49,627	51,427	53,227
14	15	50,433	52,233	54,033
15	16	51,161	52,961	54,761
16	17	51,890	53,690	55,490
17	18	52,616	54,416	56,216
18	19	53,342	55,142	56,942
19	20	54,069	55,869	57,669
20-23	21	56,253	58,053	59,853
24-28	25	57,539	59,339	61,139
29+	30	59,265	61,119	62,973

## Salary Scale G - Class IV Legal Workers

Legal Services Assistants, Organizers, Social Workers, Accounts Payable Specialists

Years of Service	Step	Schedule I 7/1/06 - 6/30/07	Schedule II 7/1/07 - 6/30/08	Schedule III 7/1/08 - 6/30/09
0	1	35,036	36,836	38,636
1	2	36,092	37,892	39,692
2	3	37,149	38,949	40,749
3	4	37,885	39,685	41,485
4	5	38,619	40,419	42,219
5	6	39,355	41,155	42,955
6	7	40,090	41,890	43,690
7	8	40,823	42,623	44,423
8	9	41,561	43,361	45,161
9	10	42,296	44,096	45,896
10	11	42,840	44,640	46,440
11	12	43,382	45,182	46,982
12	13	43,927	45,727	47,527
13	14	44,471	46,271	48,071
14	15	45,013	46,813	48,613
15	16	45,557	47,357	49,157
16	17	46,102	47,902	49,702
17	18	46,644	48,444	50,244
18	19	47,187	48,987	50,787
19	20	47,730	49,530	51,330
20-23	21	49,362	51,162	52,962
24-28	25	50,476	52,276	54,076
29+	30	51,990	53,844	55,698

### Salary Scale H -- Class III Legal Workers

Class III-A: Payroll Assistants,  
 Class III-B: Production Assistants, Non-Confidential Tech Support  
 Class III-C: Executive Secretaries, Intake Officers

Years of Service	Step	Schedule I 7/1/06 - 6/30/07	Schedule II 7/1/07 - 6/30/08	Schedule III 7/1/08 - 6/30/09
0	1	32,564	34,164	35,764
1	2	33,624	35,224	36,824
2	3	34,481	36,081	37,681
3	4	35,424	37,024	38,624
4	5	36,154	37,754	39,354
5	6	36,884	38,484	40,084
6	7	37,617	39,217	40,817
7	8	38,350	39,950	41,550
8	9	39,080	40,680	42,280
9	10	39,808	41,408	43,008
10	11	40,345	41,945	43,545
11	12	40,875	42,475	44,075
12	13	41,408	43,008	44,608
13	14	41,938	43,538	45,138
14	15	42,472	44,072	45,672
15	16	43,002	44,602	46,202
16	17	43,534	45,134	46,734
17	18	44,068	45,668	47,268
18	19	44,600	46,200	47,800
19	20	45,130	46,730	48,330
20-23	21	46,729	48,329	49,929
24-28	25	47,780	49,380	50,980
29+	30	49,213	50,861	52,509

## Salary Scale I - Class II Legal Workers

Investigators/Process Servers, Staff Secretaries

Switchboard Operators/Receptionists

Years of Service	Step	Schedule I 7/1/06 - 6/30/07	Schedule II 7/1/07 - 6/30/08	Schedule III 7/1/08 - 6/30/09
0	1	30,900	32,500	34,100
1	2	31,931	33,531	35,131
2	3	32,962	34,562	36,162
3	4	33,663	35,263	36,863
4	5	34,357	35,957	37,557
5	6	35,055	36,655	38,255
6	7	35,755	37,355	38,955
7	8	36,455	38,055	39,655
8	9	37,152	38,752	40,352
9	10	37,850	39,450	41,050
10	11	38,350	39,950	41,550
11	12	38,846	40,446	42,046
12	13	39,347	40,947	42,547
13	14	39,846	41,446	43,046
14	15	40,345	41,945	43,545
15	16	40,842	42,442	44,042
16	17	41,341	42,941	44,541
17	18	41,839	43,439	45,039
18	19	42,340	43,940	45,540
19	20	42,838	44,438	46,038
20-23	21	44,334	45,934	47,534
24-28	25	45,327	46,927	48,527
29+	30	46,687	48,335	49,983



**Salary Scale J - Class I Legal Workers**  
Community Aides, Clerk Typists, Clerk Messengers  
Mailroom Specialists, Maintenance Persons

<b>Years of Service</b>	<b>Step</b>	<b>Schedule I 7/1/06 - 6/30/07</b>	<b>Schedule II 7/1/07 - 6/30/08</b>	<b>Schedule III 7/1/08 - 6/30/09</b>
0	1	30,569	32,169	33,769
1	2	31,599	33,199	34,799
2	3	32,626	34,226	35,826
3	4	33,325	34,925	36,525
4	5	34,026	35,626	37,226
5	6	34,724	36,324	37,924
6	7	35,424	37,024	38,624
7	8	36,122	37,722	39,322
8	9	36,821	38,421	40,021
9	10	37,517	39,117	40,717
10	11	38,016	39,616	41,216
11	12	38,514	40,114	41,714
12	13	39,014	40,614	42,214
13	14	39,511	41,111	42,711
14	15	40,011	41,611	43,211
15	16	40,508	42,108	43,708
16	17	41,009	42,609	44,209
17	18	41,509	43,109	44,709
18	19	42,007	43,607	45,207
19	20	42,506	44,106	45,706
20-23	21	44,001	45,601	47,201
24-28	25	44,985	46,585	48,185
29+	30	46,335	47,983	49,631

## **SALARY SCALE K - LAW STUDENTS**

Law Students shall receive a minimum of \$7.00 per hour, if employed on an hourly basis, or \$245.00 per week, if employed on a weekly basis.

### **18.6 Salary After Assuming Higher Duties**

#### **(A) Salary After Promotion**

If an employee is appointed to a permanent position, that employee shall receive the new salary immediately regardless of the pay status of the employee who previously occupied the line. If an employee was “acting” on the line for more than six (6) weeks, he/she shall also receive the differential in pay between the two lines from the date of assumption of the acting title until the permanent designation was made.

#### **(B) Calculating Increase for Promoted Legal Worker**

The salary for any legal worker who is promoted to a different legal worker job classification shall be calculated in the following manner:

1. An amount equal to the difference between the Step 1 salaries for the two positions, if any, shall be added to the employee’s current salary.
2. The employee shall then be placed on the applicable schedule for his or her new job classification at the next step greater than or equal to the figure obtained in § 18.6 (B)(1), above.

#### **(C) Increase for Filling In**

If an employee assumes a higher position for more than six (6) weeks, the employee shall receive the differential in starting salaries of the two positions retroactive to the first day of fill-in. If an employee fills in for less than six (6) weeks, additional pay may be given in the discretion of the Project Director. Fill-in scheduling shall not be done in such a way as to avoid the payment outlined above.

### **18.7 Salary Differentials**

#### **(A) Specialist/Coordinator Differential**

The Project Director may within his/her sole discretion create, fill, refill, eliminate, or discontinue one position of Specialist for each of the following areas of legal services work per program: [1.] Publicly Subsidized Housing; [2.] Private/Other Housing; [3.] SSI/SSD; [4.] Government Benefits I (including Medicare, Income Maintenance/Other Welfare, Food Stamps); [5.] Government Benefits II (including Unemployment Insurance Benefits, Veterans Benefits, Workers Compensation); [6.] Family/Juvenile; [7.] Individual Rights (including Immigration/Naturalization, Mental Health, Prisoner’s Rights, Physically Disabled Rights); [8.] Employment (including Job Discrimination, Wage Claims and other Employment matters); [9.] Education; [10.] Consumer (including Bankruptcy/Debtor Relief, Collection/Repossession/ Deficiency/Garnishment, Contracts/Warranties, Credit Access, Energy, Loans/Installment Purchases, Public Utilities, Unfair Sales Practices and other Consumer/Finance matters); and [11.] Litigation Skills (including Administrative Proceedings, Trials, and Appeals); [12.] Computer systems and related equipment; and [13.] Community Outreach, [14] Payroll backup

A staff attorney who is promoted to specialist shall receive a salary differential of three thousand (\$3,000) per year. A Legal Worker who is promoted to specialist shall receive a salary differential of two thousand (\$2,000) per year.

The salary level rates for the LSNY coordinators shall be increased by three thousand (\$3,000).

**(B) Computerized Case Management System Operators**

The Employer may assign to any secretary, receptionist or intake officer, and may request of any other legal worker the task of using a computerized case management system to record information, retrieve data, generate reports and otherwise use that case management software, provided that such other legal workers may decline such assignment. Any legal worker assigned this task will receive a salary differential of \$1,000 per year. The Employer may revoke such assignment and thereby discontinue the payment of said differential. Said revocation shall be subject to a reasonableness standard, and may be grieved up to the Executive Director, but is not arbitrable.

**18.8 Paycheck Distribution**

Employee paychecks shall be distributed on alternate Thursdays. All pay stubs shall detail time accruals and/or balances of sick leave and annual leave. Such detail will lag by one pay period.

**18.9 “Reggies’ Wages”**

The wages and benefits of a Reginald Heber Smith Fellow shall be no less than those provided in this Agreement.

**19.0 INTERPRETATIONS AND DEFINITIONS**

**19.1 Employee Defined**

The term “employee” means only those persons who work fourteen (14) hours per week or more, and who are in the collective bargaining unit described in § 1.1. It does not mean persons employed in offices of the Legal Aid Society.

**19.2 Legal Worker Defined**

The term “Legal Worker” will be employed to signify all employees in non-attorney classifications, where applicable.

**19.3 Domestic Partner Defined**

- (A) A couple will be regarded as “domestic partners” by the following criteria:
1. Both are eighteen (18) years of age or older, the same sex and unmarried;
  2. They are not related by blood in a manner that would bar marriage under the laws of the State of New York;
  3. They have a close and committed personal relationship; and
  4. They have been living together on a continuous basis for a period of at least six (6) months.

- (B) In order to obtain Domestic Partner status for the purposes of this Agreement, and employee must:
1. provide an Affidavit of Commitment (*see Appendix D-1*) to ensure that her/his domestic partner is the functional, factual equivalent of a legal spouse;
  2. in such affidavit the employee will attest to at least two of the following:
    - (a) shared mortgage or lease;
    - (b) partner is the primary beneficiary in a life insurance policy;
    - (c) partner is the primary beneficiary in a retirement benefit or will;
    - (d) partner is assigned a durable power of attorney;
    - (e) ownership of a joint bank account or credit card;
    - (f) joint loan agreement or one partner acting as a guarantor of a loan for the other;
  3. notify the Employer within thirty (30) days if there is any change in the domestic partnership, as attested to in the above referenced affidavit, that would change the eligibility of the employee's domestic partner. The employee will also submit an Affidavit of Separation (*see Appendix D-2*) of the domestic partnership. The employee must also affirm in a separate Affidavit of Notification to Domestic Partner (*see Appendix D3*) that s/he has mailed the Affidavit of Separation to her/his former domestic partner.

#### **19.4 Child Defined**

The term "child" shall mean the biological or adopted child of an employee; the biological or adopted child of an employee's domestic partner; and the stepchild of an employee.

#### **19.5 Law Graduates**

The title "Law Graduate" will be applied to employees in staff attorney positions who have not been admitted to the practice of law in the courts of the State of New York. Persons admitted to the practice of law in another state but not in New York may be employed as Staff Attorneys rather than Law Graduates if they apply, within two months of their employment, for admission pro haec vice to the practice of law in the State of New York, pursuant to the rules of the Courts of Appeals.

#### **19.6 Executive Director's Powers**

In this Agreement, insofar as central LSNY employees are concerned, the powers of the Executive Director shall include all powers of a Project Director.

#### **19.7 Personnel Manual**

Anything relating to employee-Employer relations is included in this Agreement, but may be reprinted in LSNY Personnel Manual. All such provisions heretofore in the manual, have been incorporated herein.

#### **19.8 Business Day**

Unless otherwise stated, any reference to days in this Agreement shall mean business days when the offices of the Employer are open.

**19.9 Purpose of Agreement**

The purpose of this Agreement is to establish the relationship between the Employer and the employees in the bargaining unit. The Union recognizes that the Employer maintains the right to manage its operations. Furthermore, the rights and duties of the parties are specifically expressed in this Agreement, and any prior agreement is negated unless specifically incorporated herein. This Agreement constitutes the entire agreement between the parties.

**19.10 “Zipper” Clause**

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement.

**19.11 Saving Clause**

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly start to negotiate a replacement for the invalid provision.

**19.12 Term of This Agreement**

This agreement shall be effective as of and retroactive to July 1, 2006, except as otherwise provided herein, and shall terminate on June 30, 2009. It shall bind the signatories hereto, and the present and future OLSCs of the Employer, Programs, Divisions or Projects thereof, as determined by this contract, their successors and assigns, pursuant to applicable law.

**19.13 No Derogation**

No policies, manuals or rules promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by this Agreement.

**19.14 Article Headings**

The article headings are for general identification only and shall not be construed in a substantive manner.

**SIDE LETTERS**

**SIDE LETTER re: Translation/Interpretation Training 03/06 Contract:** The training committee will oversee the development of this training, which shall be offered for implementation no later than the fall of 2004. It is understood that oral or written interpretation will continue to be provided while training is being designed and implemented.

**Side Letter re: Job Descriptions**

In order to evaluate whether these changes will result in unmanageable workloads LSNY agrees that the employees in the following job titles shall not be subject to disciplinary measures related to these job descriptions during the 12 months following the ratification of the 06-09 contract:

*Accounting Associate*

*Accounts Payable Specialist*

*Payroll Specialist*

*Senior Accountant III*

*Staff Accountant II*

*Staff Accountant I*

The parties expressly agree that this exemption from disciplinary measures does not apply to those that address work rule violations, including but not limited to absenteeism, lateness, or failure to comply with office procedures, or to behavioral issues that are not related to work load or job descriptions.

In addition, any evaluations made during the 12 month period shall not be made part of the employee's personnel file.

LSNY agrees to provide adequate training to these employees and further agrees that these employees shall not be expected to complete more work than can reasonably be accomplished in a seven (7) hour day. Any dispute shall be resolved pursuant to 8.1 of the Collective Bargaining Agreement. The reference to section 8.1 does not prejudice the position of either party as to whether such provision is applicable to other non-case handling legal workers.

**Side Letter re: Retirement Health Insurance Coverage**

The Labor/Management Committee will meet during the term of this contract to explore providing health insurance coverage for retirees of LSNY commencing with the next contract. The committee shall commence this work no later than January 1, 2007 and complete it no later than December 31, 2008.

**Side letter re: Reopener**

A. If the conditions set forth below in Paragraph B of this side letter are fully satisfied, the parties agree, if requested by LSSA, to reopen the contract for collective bargaining and possible adjustment of the following economic benefits for the third year of the contract (July 1, 2008 to June 30, 2009): salary, loan forgiveness and short-term disability benefits. In the event that the contract is reopened, the parties further agree as follows:

1. Negotiations shall be conducted over a period not to exceed six (6) weeks, unless the parties mutually agree to extend such period.
2. In the event that the economic benefits for the members of the collective bargaining unit are increased as a result of this collective bargaining, the current collective bargaining agreement, including all provisions other than those specifically addressed during this reopener, will be extended for an additional year, to June 30, 2010.
3. In the event that no agreement is reached within the period specified in Subparagraph 1 above, either party may declare that an impasse has been reached.

4. In the event that impasse is declared, unless the parties agree to some other form of dispute resolution, the parties will jointly submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. Each side shall submit a "Final Offer" to the arbitrator. The arbitrator shall select the Final Offer that is most reasonable and appropriate after considering the valid interests of all parties. The decision of the arbitrator(s) shall be final and binding on both parties.
  5. Section 1.10 of the CBA (the "no strike" clause) will remain in full effect during the period of the reopener negotiations and any subsequent arbitration.
- B. The provisions of Section A will only be available if all of the following conditions are fully satisfied:
1. The total aggregate amount of LSNY's ongoing revenue for general program support for a calendar year (including LSC, IOLA, State and Civil Legal Services, unrestricted private donations and any new general support revenue that comes into being during the course of the contract), plus any balance of such revenues from the prior calendar year, increases or is anticipated in a budget approved by the LSNY Board of Directors to increase by 25% or more above the actual amount of such revenues in the prior calendar year; AND
  2. The total aggregate amount of LSNY's remaining revenues for the calendar year in which the condition in Subparagraph 1 has been met has not decreased to such an extent that, when offset against the increase specified in Subparagraph 1 above, the net increase in ongoing general support revenue for that calendar year is less than 25% above the actual amount of ongoing revenue for general program support in the prior calendar year; AND
  3. The budget that has been finally approved by the LSNY Board for the calendar year in which the provisions of Subparagraphs 1 and 2 are satisfied does not result in a negative change in net assets and has sufficient working capital to satisfy the reserve required by the LSNY Board for the prior calendar year, provided such reserve requirement was adopted by the LSNY Board by December 31<sup>st</sup> of the year preceding the prior calendar year.

**Final 10/10/06 5:40 pm**

**MEMORANDUM OF AGREEMENT**

**IT IS HEREBY AGREED** between Legal Services for New York City and the Legal Services Staff Association that the Collective Bargaining Agreement which expired June 30, 2006 is hereby renewed and extended through June 30, 2009 as modified on the attached pages.


The terms hereof are subject to ratification and shall be recommended for ratification by the members of the respective bargaining committees or governing authorities.

**AGREED** to this 10<sup>th</sup> day of October, 2006

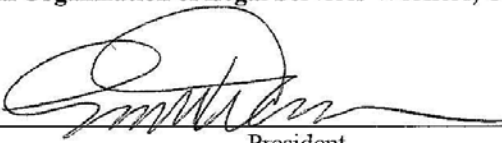
**Legal Services for New York City (LSNY)**

By:   
Executive Director and President

**Legal Services Staff Association, NOLSW, UAW Local 2320**

By:   
President

**National Organization of Legal Services Workers, UAW Local 2320**

By:   
President



## APPENDIX A

### LSNY Sexual Harassment Policy

#### **POLICY STATEMENT**

Legal Services for New York City is committed to maintaining a positive working environment. LSNY does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, or veteran status in employment, the provision of services or in any of its other activities. In pursuit of these goals, LSNY will not tolerate acts of sexual harassment or related retaliation against or by any employee, intern or client. This Policy (1) provides a general definition of sexual harassment and related retaliation; (2) prohibits sexual harassment and related retaliation; and (3) sets out procedures to follow when an employee believes a violation of the Policy has occurred by another employee. It is also a violation of this Policy for anyone acting knowingly and recklessly either to make a false complaint of sexual harassment or to provide false information regarding a complaint.

It is intended that individuals who violate this Policy be disciplined or subjected to corrective action, up to and including termination.

#### **DEFINITIONS**

- Employee: for the purposes of this policy shall mean, a permanent or temporary employee of LSNY or any of its constituent programs, an intern or a volunteer.
- Complainant: a complainant is a person who is subject to alleged sexual harassment.
- Respondent: a respondent is a person whose alleged conduct is the subject of a complaint.
- Sexual harassment: sexual harassment consists of interaction between individuals of the same or opposite sex that is characterized by unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for tangible employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- Hostile environment sexual harassment: (described in subpart (3) above) is unwelcome sexual conduct that is sufficiently severe or pervasive that it alters the conditions of employment and creates an environment that a reasonable person would find intimidating, hostile or offensive. The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating.
- Retaliatory Acts: It is a violation of this policy to engage in retaliatory acts against any employee who reports an incident of alleged sexual harassment, or any employee who

testifies, assists or participates in a proceeding, investigation or hearing relating to such allegation of sexual harassment.

Employees who believe they have been retaliated against because of testifying, assisting or participating in a proceeding, investigation, or hearing relating to an allegation of sexual harassment, should meet with and seek the advice of a Sexual Harassment Panel member, whose responsibilities include handling retaliation.

## **POLICIES AND PROCEDURES**

### **A. Obligation to Report**

In order to take appropriate corrective action, LSNY must be aware of sexual harassment or related retaliation. Therefore, anyone who believes that s/he has experienced or witnessed sexual harassment or related retaliation should promptly report such behavior to any supervisor or to any member of the Sexual Harassment Panel. Failure of an employee who believes he or she has been a victim of sexual harassment, or who has witnessed an ambiguous event to report such event, shall not be subject of disciplinary action by the employer.

### **B. Supervisor's Obligation to Report**

Any supervisor who experiences, witnesses or receives a written or oral report or complaint of sexual harassment or related retaliation shall promptly report it to their Project Director, the Executive Director of LSNY or any member of the Sexual Harassment Panel.

### **C. Intentionally False Reports**

Because sexual harassment frequently involves interactions between persons that are not witnessed by others, reports of sexual harassment cannot always be substantiated by additional evidence. Lack of corroborating evidence or “proof” should not discourage individuals from reporting sexual harassment under this policy. However, individuals who make reports that are later found to have been intentionally false or made maliciously without regard for the truth, may be subject to disciplinary action under the Collective Bargaining Agreement or LSNY Employment Manual. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

### **D. Dissemination of the Policy, Education and Training**

As part of LSNY’s commitment to assuring an harassment-free working environment, this policy shall be disseminated widely to the LSNY community through print in the Collective Bargaining Agreement, LSNY Employment Manual, posting in each of LSNY’s offices and those of each constituent corporation in a conspicuous place with other employee notices required to be posted under New York State and Federal Law, on LSNY’s website, including in new employee and student intern orientations, and other appropriate channels of communications. Each posting shall include a list of the members of the Sexual Harassment Panel with their telephone numbers and email addresses.

LSNY shall provide workshops on sexual harassment to all employees. Workshops shall be offered at least once a year and all employees shall be required to attend a workshop at least once every five (5) years. In addition, members of the Sexual Harassment Panel shall be given

adequate training regarding sexual harassment, decisional standards used in such cases, as well as LSNY's policy and procedures.

### **E. Clients, Board Members, Vendors, Contractors and Third Parties**

LSNY's policy on sexual harassment apply to the conduct of clients, members of the LSNY and constituent corporations' Boards of Directors, vendors, contractors and third parties. If an LSNY employee believes that s/he has been subjected to conduct that violates this policy by a client, board member, vendor, contractor or third Party, s/he should contact a supervisor or member of the Sexual Harassment Panel. LSNY will respond as appropriate, given the nature of its relationship that person.

### **F. Miscellaneous**

A member of the Sexual Harassment Panel accused of sexual harassment shall be suspended from the panel pending investigation of the allegations and the Executive Director promptly shall make an interim appointment in place of such suspended panel member.

A supervisor shall withdraw from and shall not participate in activities or decisions, including but not limited to, those involving hiring, evaluations, promotions, and discipline, which reward or penalize any person with whom the supervisor has or has had a romantic and/or sexual relationship.

## **COMPLAINTS AND INVESTIGATIVE PROCEDURE**

### **A. Sexual Harassment Panel**

LSNY will create a panel on sexual harassment which will consist of at least eight (8) supervisors, with at least one from each project, at least two (2) of whom shall be women and at least two (2) of whom shall be men, including a Chair. Members of the panel shall be given adequate training regarding sexual harassment in:

- (a) counseling employees seeking information guidance and advice;
- (b) resolving informal complaints between a complainant and a respondent;
- (c) investigating formal complaints and reporting findings and conclusions as well as decisional standards used in such cases and LSNY's policy and procedures.

The panel will meet regularly to review problems, suggest solutions and to receive on-going training.

Members of the panel will be appointed by the Executive Director for staggered two year terms and may be reappointed. If any panel member should be accused of sexual harassment, he/she shall promptly be suspended from the panel pending investigation of the allegations. During the period of suspension, the Executive Director shall promptly appoint an interim panel member in the place of the suspended panel member. A Chair of the panel shall be appointed by the Executive Director. The list of panel members and their telephone numbers shall be posted in each office.

## **B. What To Do About Sexual Harassment**

Individuals seeking information about LSNY's sexual harassment policy are encouraged to contact any of the members of the Sexual Harassment Panel although they may also initially speak with a supervisor, their union delegate or other union official or any other person with whom they are comfortable.

Individuals who witness what they believe to be inappropriate office behavior, whether verbal or physical and whether they believe it amounts to harassment or not, should let the person know that it makes them, or may make others, uncomfortable. Often people don't realize how their words or actions are perceived by others and it may prevent inappropriate behavior from becoming a pattern.

Individuals who know someone who is being sexually harassed may provide important support. They should encourage the person to take action, or report it themselves. Sexual harassment should not be accepted as something to be endured in the work environment. Even though confronting sexual harassment is difficult and takes personal courage, each individual who comes forward to stop sexual harassment improves the workplace.

The following are the primary methods for dealing with sexual harassment at LSNY. They are not required to be followed in any specific order. However, early informal methods are often effective in correcting questionable behavior.

**Consultation** — Consultation about sexual harassment is available from any member of the Sexual Harassment Panel. A current list of those members, with their phone numbers, must be posted on the bulletin board of each LSNY office. Consultation is available for anyone who wants to discuss issues related to sexual harassment, whether or not "harassment" actually has occurred, and whether the person seeking information is a complainant, a person who believes his or her own actions may be the subject of criticism (even if unwarranted), someone who has witnessed or heard of an incident or behavior that might constitute sexual harassment, or a third party.

Often there is a desire that a consultation be confidential or "off the record." This can usually be achieved when individuals discuss concerns about sexual harassment without identifying the other persons involved, and sometimes even without identifying themselves. Persons seeking consultation will be advised that confidentiality will be maintained to the extent allowed by law but that communications between the employee and panel member are not legally privileged. A panel member shall make no notes or other record of "off the record" contact with an employee when neither an informal or formal complaint is made.

The informal and formal complaint process shall be fully explained to anyone seeking a consultation along with the applicable grievance and arbitration process. In addition, the employee shall be given a list of government agencies outside of LSNY with jurisdiction over sexual harassment complaints. The employee shall further be informed that incidents that may constitute sexual harassment should be dealt with in as timely a manner as possible to effectively informally intervene or preserve witness memories in the event of a formal complaint. A panel member shall have no "off the record" contact with the complainant, respondent or any other person involved once an informal or formal complaint has been made.

**Informal Complaint/Intervention** — the purpose of an informal complaint/intervention is to stop the behavior, if real, or change the perception, if not real, and reestablish a cordial working relationship between parties. Intervention may include:

1. **Immediate Intervention** — If, in either the judgment of the complainant or the panel member receiving the complaint, the working environment of the complainant has become untenable due to behavior that violates this policy or the complainant feels in any way physically threatened, the panel member shall immediately intervene to put a stop to the behavior. This may be accomplished by an immediate meeting between the panel member, the Project Director and the respondent. At the meeting the respondent is to be orally informed of the nature of the complaint in as much detail as is currently available and that the continuation of the behavior, or retaliation in any manner for the complaint, will not be tolerated and may result in immediate discipline. The respondent shall be informed prior to the meeting that she/he may be accompanied in the meeting by any person of his/her choosing, including a representative of the union.

If the complainant feels that he or she cannot immediately return to work with the respondent, he or she will be allowed to use up to five (5) days annual leave or, if s/he has exhausted all annual leave, sick leave. The Project Director will also make any adjustment in work assignment practicable to avoid a hostile or untenable work environment for the complainant.

2. **Direct Communication** — An individual may act on concerns about sexual harassment directly, by addressing the other party in person or by writing a letter describing the unwelcome behavior and its effect and stating that the behavior must stop. A Sexual Harassment panel member can help the individual plan what to say or write, and likewise can counsel persons who receive such communications. Reprisals against an individual who in good faith initiates such a communication violate this policy.

3. **Third Party Intervention** — Depending on the circumstances, third party intervention may be attempted. Third party interveners may be a panel member, a supervisor or staff member of the person's choosing or sometimes mediators unrelated to LSNY.

When third party intervention is used, typically the third party (or third parties) will meet privately with each of the persons involved, try to clarify their perceptions and attempt to develop a mutually acceptable understanding that can insure that the parties are comfortable with their future interactions. Other processes, such as a mediated discussion among the parties or with a supervisor, may also be explored in appropriate cases. Possible outcomes of third party intervention include explicit agreements about future conduct, changes in workplace assignments, or other relief, where appropriate.

**Formal Complaint** — A complainant may choose to proceed formally at any time during the process and is not required to use the informal procedure first. Upon receiving such a request, the panel member will within five (5) business days, notify the Chair, the complainant's Project Director and the Executive Director. Within five (5) business days of being notified, the Chair will appoint two additional panel members to address the complaint. These panel members must be selected on a rotating and sequential basis from a list maintained by the Chair. Written notice will then be given by the selected panel members to the respondent within five (5) business days

of the complaint, which will include a summary of the factual allegations and unless unnecessary to the investigation, the name of the complainant.

The panel members shall interview the respondent and give him/her an opportunity to respond, either orally or in writing, to the complaint and to identify any witnesses to the incident(s) or event(s) that she/he would like interviewed. In addition, the respondent may identify any other employee that the respondent feels can attest to his/her character and those employees shall be interviewed for that purpose. The respondent shall be informed prior to the interview that she/he may be accompanied in the interview by any person of his/her choosing, including a representative of the union.

The panel members shall interview all witnesses to the behavior or incident identified by the complainant and respondent or identified by the panel regarding the specific behavior/incident(s) and similar behavior that may constitute sexual harassment as defined under this policy. It is not the function of the panel to investigate or inquire into behavior or conduct that is not addressed by the complaint or could not violate this policy. All witnesses and other persons interviewed by the panel will be advised that confidentiality will be maintained to the extent allowed by law but that communications between the employee and panel member are not legally privileged. Persons interviewed shall be informed that in the event the respondent grieves the final disposition of the complaint they will have to be identified and the content of their statement disclosed to the respondent. S/he shall also be informed that he or she may have to testify before the Executive Director and/or an arbitrator. If a witness refuses to testify his or her statements shall not be used in the report nor relied on by the panel in any way. Witnesses and all others interviewed by the panel shall be informed that any retaliation, whether by the respondent or any other person, for participation in this process is a violation of this policy and will be dealt with as a disciplinary matter. Persons interviewed shall be informed that they may be accompanied at the interview by any other person of their choosing.

The selected panel members shall normally conclude the investigation of the allegations within twenty (20), but no more than thirty (30) business days.

### **Report of the Panel:**

Within ten (10) business days of concluding their investigation the three-member panel shall complete a written report of their findings, including a summary of each witness's statement, the panel's supported conclusion as to whether the respondent has violated this policy and a recommendation as to any steps necessary to remedy the problem. A copy of the report that does not identify complainant or adverse witnesses by name will be provided to the complainant and the respondent and he or she will be given five (5) business days to comment on the report either orally or in writing. The report and any responses will be given to the complainant's Project Director who shall render a decision within five (5) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

In the event that the complaint involves a Project Director, the report and any responses will be given to the Executive Director who shall render a decision within five (5) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

In the event that the complaint involves the Executive Director, the report and any responses will be given to the Operations, Compliance and Personnel Committee of the LSNY Board of Directors which shall render a decision within ten (10) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

## **GRIEVANCE AND APPEAL**

If a complainant or a respondent who is not a member of the Collective Bargaining Unit is dissatisfied with the decision at any level he or she may appeal to a higher level in the following order:

- (a) from the Project Director to the Executive Director;
- (b) from Executive Director to the Operations, Compliance and Personnel Committee of the LSNY Board of Directors.

Nothing in this policy shall be construed to preclude a complainant from seeking any other legal remedy he or she may have at any time during or after the conclusion of these procedures.

If the respondent is a member of the Collective Bargaining Unit and is dissatisfied with the decision or the discipline imposed she/he may grieve beginning on Step 4 (Executive Director) of the grievance process. All evidence collected and/or produced during any stage of the procedure or investigation shall be subject to disclosure upon demand.

The Executive Director may accept the factual findings contained in the panel's report unless the respondent/grievant can show, by substantial evidence, that the panel's findings on material matters are inaccurate, incorrect, not supported by the record or beyond the scope of this policy or the investigation. The respondent shall have the right to respond to the report, present any evidence relevant to the panel's findings, including the testimony of witnesses at a hearing, and make legal argument relevant to either liability or the appropriateness of the discipline imposed. If the Executive Director finds that the respondent/grievant has cast sufficient doubt on material matters, the panel must support its findings by direct evidence at a hearing.

In the event the matter is taken to arbitration it shall be LSNY's burden to prove liability and the report of the panel shall not be the sole evidence relied upon by the arbitrator. The respondent shall have the right to confront adverse witnesses on material matters.

Nothing in this policy shall preclude a Project Director or the Executive Director from immediately suspending and/or discharging the respondent of a complaint where the conduct involved amounts to gross misconduct and where the conduct can be readily verified. In this event, the action of the Project Director or Executive Director shall become immediately grievable commencing on Step 4 of the applicable section of Article 8 of the CBA.

**APPENDIX B**

**LSSA Authorization for Check-Off**

**To: Legal Services for New York City, and its appropriate delegate corporations.**

1.  Check box if you choose to become a member of the LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its membership dues and initiation fees for membership in the Association, and to remit the amounts so deducted to the Association.

2.  Check box if you choose NOT to become a member of LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its agency fees and registration fees for employees who choose not to be members of the Association, and to remit the amounts so deducted to the Association.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

HOME TELEPHONE NO. \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

DELEGATE CORPORATION \_\_\_\_\_



**APPENDIX C**

**Authorization for Assignment and checkoff of Contributions to UAW V-CAP**

**To: Legal Services for New York City, and its appropriate delegate corporations.**

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (circle one):

\$1.00                      \$3.00                      \$5.00                      Other \$ \_\_\_\_\_

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and remit same to UAW V-CAP at such times and in such manner as may be agreed between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with Legal Services for New York City, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that the monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fundraising effort by the UAW and the AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

I also understand that the guidelines for contributions to UAW V-CAP set forth are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or any decision not to contribute.

**Name (Print)** \_\_\_\_\_ **SS#** \_\_\_\_\_

**LSNY Delegate Corporation** \_\_\_\_\_

**UAW Region:** 9A                      **Local Union:** 2320                      **Unit:** Legal Services Staff Association

**Dated:** \_\_\_\_\_                      **Signature:** \_\_\_\_\_

**UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorizations from any candidate and no candidate is responsible for its activities.**

**APPENDIX D-1**

**Affidavit of Commitment**

State of New York     )  
County of \_\_\_\_\_) ss.:

\_\_\_\_\_, being duly sworn, deposes and says:

1. I, \_\_\_\_\_, an employed by Legal Services for New York City, Inc.
2. \_\_\_\_\_, is my domestic partner.
3. My domestic partner and I are both eighteen (18) years of age or older and unmarried.
4. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
5. We have a close and committed personal relationship.
6. We have been living together on a continuous basis for at least six (6) months prior to the date of this affidavit.
7. We meet at least two (2) of the following criteria:
  - (a) We have a shared mortgage or lease;
  - (b) One partner is the primary beneficiary in a life insurance policy of the other;
  - (c) One partner is the primary beneficiary in a retirement benefit or will of the other;
  - (d) One partner has assigned a durable power of attorney to the other;
  - (e) We share ownership in a joint bank account or credit card;
  - (f) We have a joint loan agreement or one partner is acting as a guarantor of a loan for the other.

\_\_\_\_\_  
(Employee's Signature -- Print Name Beneath)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX D-2**

**Affidavit of Separation**

State of New York    )  
County of \_\_\_\_\_) ss.:

\_\_\_\_\_, being duly sworn, deposes and says:

1.     I, \_\_\_\_\_, an employed by Legal Services for New York City, Inc.

2.     On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I submitted an Affidavit of commitment to Legal Services for New York City, Inc., declaring \_\_\_\_\_ as my domestic partner.

3.     As of the signing of this affidavit, I acknowledge that the herein referenced domestic partnership is terminated.

4.     I understand that the termination of the formerly acknowledged domestic partnership makes us ineligible for the benefits formerly granted to us in the Collective Bargaining Agreement between the Employer and the Union.

5.     I further understand that the termination of health benefits for my former domestic partner becomes effective within sixty (60) days of signing this affidavit.

\_\_\_\_\_  
(Employee's Signature--Print Name Beneath)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX D-3**

**Affidavit of Notification to Domestic Partner**

State of New York     )  
County of \_\_\_\_\_) ss.:

\_\_\_\_\_, being duly sworn, deposes and says:

1.     I, \_\_\_\_\_, an employed by Legal Services for New York City, Inc.

2.     I have mailed a copy of the Affidavit of Separation to \_\_\_\_\_ my former domestic partner, at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature--Print Name Beneath)

Sworn to before me this  
\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX –E**

**Spouse/Domestic Partner**

**Affidavit of Comparability**

\_\_\_\_\_, being duly sworn, deposes and say:

1. I am employed by Legal Services for New York City (LSNY) and I understand that LSNY will only provide health insurance coverage for my spouse/domestic partner if my spouse/domestic partner does not, in my opinion, have reasonably comparable or superior health insurance coverage from another source.
  
2. My spouse/domestic partner has health insurance coverage. I have compared my spouse's/domestic partner's health insurance plan to LSNY's plan and have considered factors that include but are not limited to co-payment requirements, drug plans, deductibles, range of doctors and medical services available and have found the coverage to be:
  
3.
  - Reasonably Comparable or Superior to LSNY's health insurance coverage and I want to take the incentives offered in Section 5.2(G) of the CBA.
  
  - Not Reasonably Comparable or Superior and I want LSNY to continue to provide health insurance for my spouse/domestic partner. I understand that if at any time my spouse/domestic partner acquires health insurance coverage that is, in my opinion, reasonably comparable or superior to LSNY's plan, I am under an obligation to submit a revised affidavit of comparability within thirty days.
  
4. I understand that LSNY will rely on my opinion and will not make an independent assessment of the comparability of the plans.

\_\_\_\_\_  
(Employee's Signature – Print Name Beneath)

Swore to before me this

\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX – F**

**Domestic Partner**

**Affidavit of Financial Accuracy**

\_\_\_\_\_, being duly sworn, deposes and say:

1. I am employed by Legal Services of New York City. I am choosing option b) of Section 5.2B of the collective bargaining agreement and submit this affidavit, and the supporting documents attached, to demonstrate the additional tax burden that my family has incurred because the added expense to LSNY of providing health insurance to my domestic partner is deemed additional income to me under the tax laws.
2. Attached are true copies of my tax return and that of my domestic partner as submitted to the Federal and State government for the year \_\_\_\_\_.
3. Also attached is a joint return(s) prepared as a married couple for the same year demonstrating that we would have paid \$ \_\_\_\_\_ less in income tax had the cost of my domestic partner’s health insurance not been treated as income under the tax laws.
4. I understand that this information will be kept strictly confidential, that LSNY will use it for no other purpose other than determining and reimbursing me for this additional tax burden and that, at my option, the supporting documents will be returned to me or destroyed by LSNY immediately after determination of and my agreement with the reimbursable amount to me.
5. I hereby request that LSNY reimburse me the net amount of this additional tax pursuant to Section 5.2(B) of the CBA.

\_\_\_\_\_  
(Employee’s Signature – Print Name Beneath)

Swore to before me this

\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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