

This document contains the sections in the union contract that have been changed, with sufficient context to be able to understand the changes. Any sections that do not appear in this document are unchanged. Those sections that appear in normal text were part of the prior contract and have not been changed.

Underline = Language Added
~~Strikethrough~~ = Language Deleted

1.6 Labor Management Committee*

(B) Mandate

The committee shall consider and recommend changes in the terms and conditions of the employment of employees who are covered by this Agreement, as well as those matters related to Educational Loan Reimbursement Fund, Occupational Safety and Health matters, training needs, and other concerns. Matters that are the subject of active bargaining shall not be appropriate items for consideration by the Labor-Management Committee. The existence of the Committee does not in any way interfere with or replace grievance rights or other rights in the Collective Bargaining Agreement. The Committee shall gather relevant information, consider issues as discussed above, and make recommendations.

(C) Composition

The committee shall consist of ~~six (6)~~ eight (8) members who shall serve ~~for the term of this agreement~~ one or more terms, with each term lasting one year. The Union shall designate ~~three (3)~~ four (4) members, which shall include the Union President, and the Employer shall designate ~~three (3)~~ four (4) members, which shall include the Chief Operating Officer. 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 committee shall create subcommittees to ensure all matters are adequately addressed. The Chair for each meeting shall alternate between members designated by the Employer and the members designated by the Union. Unless otherwise designated, the Chair shall alternate every other meeting between the Union President and the Chief Operating Officer. Representatives shall be given reasonable release time to prepare for the participation in Labor Management Committee activities.

(D) Meetings

The Committee shall meet for 4 hours, at least quarterly, 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. Nothing in this section shall be construed to prevent topics from being added by either side on shorter notice. Both sides shall make best efforts to provide documents relevant to the agenda in advance of the meeting. Recommendations and other committee decisions shall be made by modified consensus. Minutes shall be kept and copies supplied to all members of the Committee

and to the Executive Director of LS-NYC and the President of the Union. Committee recommendations shall be reduced to writing and submitted to the Employer and the President of the Union.

* Throughout contract, all references to an Educational Loan Reimbursement Fund Committee, Occupational Safety and Health Committee and Training Committee should be replaced with Labor-Management Committee.

1.9 RELEASE TIME

- (A) 2. In order for all union employees to attend shop meetings held on site during lunch hour, the Employer agrees to cover reception, telephone intake, and hotline, upon 24 48 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.

3.1 TEMPORARY EMPLOYEES

- (E) The total number of temporary employees in each project shall be kept at levels that do not undermine the CBA. To help ensure that projects comply with the CBA, Management shall process Personnel Action Forms promptly, and if approved, promptly forward them to the Union pursuant to § 11.5(D)(2). The parties recognize that § 3.1(A) provides that temporary employees may be hired in individual cases and in circumstances such as grants of funds for limited duration and funds that will not recur. Temporary hiring is intended to apply primarily to situations where staff is being hired to cover another staff member's leave, or where the funding for the position is time-limited, such as for a pilot program or in response to a discrete event. Management will not unilaterally extend temporary positions beyond 12 months except for situations covering an extended parental or medical leave situation or unanticipated extension of other leave, and no grievance rights are created simply through such an extension of temporary status up to 18 months, as provided by § 3.1(A).

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.

Compensatory time must be taken before vacation time.

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. On occasion, LSNYC recognizes that an employee may be unable to secure advance supervisor approval of comp time. Under these circumstances the employee may use their professional judgment to determine if comp time is necessary and earn up to 2.5 hours of comp time per pay period without prior approval. The employee shall notify their immediate supervisor and Project Director as soon as possible of the need to accrue comp time by cell phone or email.

4.3 ATTORNEY CASELOADS *[agreed to move to new section 14.5]*

4.4 COMP TIME *[agreed to move to 4.1]*

4.8 ALTERATION OF TIMESHEETS/DEDUCTIONS IN PAY

Section will be renamed "Adjustment to Time Record/Deduction in Pay." All references to "timesheet" will be replaced with "time records."

5.1 INSURANCE COVERAGE

(A) The Insurance coverages provided by the Employer are the following:

1. Health insurance: Employer will provide health insurance at a cost of 1% of employees salary for the employee, their children and Eligible Spouses under one of the following three plans, at Employee's option:
 - a. CIGNA Open Access Network, a group medical/hospitalization plan that provides both in-network and out-of-network benefits as described in the Summary of Benefits.
 - b. HIP, an EmblemHealth company that provides in-network only benefits for medical care and hospitalization, with no out-of-network benefits as described in the Summary of Benefits *[location in contract changed]*
2. Employees who as of [the date this contract is ratified] are enrolled in Empire Blue Cross / Blue Shield, a Health Maintenance Organization that provides only in-network benefits for medical care and hospitalization, with no out-of-network benefits as described in the Summary of Benefits, may continue their insurance coverage. Employees not enrolled in Empire as of [the date this contract is ratified] may not elect insurance coverage with Empire.
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~~ \$3,500.

5.3 EDUCATIONAL LOAN REIMBURSEMENT

LS-NYC shall establish a fund of \$88,000 per year to assist union attorneys with law school debt and union 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. LS-NYC will establish a Union-Management Committee to make recommendations for an appropriate mechanism for administration of this fund. The parties agree that the \$88,000 provided for loan forgiveness will be distributed in each calendar year based on eligibility during the prior calendar year. The plan shall distribute available funds based on level of indebtedness and family income and in accordance with the plan adopted by the LS-NYC board. *[Dated language and expiration provision deleted.]*

5.4 EDUCATION FUND

- (B) The parties shall meet to discuss this provision and its utilization at the request of either party upon fifteen (15) days notice. 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. *[Sunset provision deleted.]*

5.7 RETIREMENT PAYMENT

Employees with 25 or more total years of service in the program, ~~and who commenced working for LS-NYC prior to January 1, 1985,~~ who give two months' notice of intent to retire, shall be provided the equivalent of ~~7 8~~ percent of annual salary, or ~~\$4,000~~ \$8,000, whichever is greater, at date of termination.

5.8 RETIREMENT [new section]

[Sections 5.1(J) Retirement Health Insurance and 5.7 Retirement Payment will be moved to new section 5.8 Retirement.]

6.5 BEREAVEMENT LEAVE

- (A) *[5 days of bereavement for close family members]*
- (B) An employee who suffers the death of an uncle, aunt, niece, nephew, cousin, or the step, adoptive, or foster equivalent family member shall be entitled to one (1) day leave with pay if the death does not require travel outside the metropolitan area, or two (2) days if it does require such travel, etc. In any case where a relative covered under this provision has filled the role of a relative covered under (A), the employee shall be entitled to the leave provided for under (A).

6.8 UNPAID LEAVES

(C) **Insurance coverage:** *Agreed to strike "in effect as of December 1, 1977"*

6.9 PARENTHOOD AND MATERNITY DISABILITY AND LEAVE

(F) LSNYC shall provide six (6) weeks paid parental leave after 1 year of service. LSNYC shall provide ~~six (6)~~ ten (10) weeks paid parental leave after 3 years of service. 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 BACK-UP CHILD-CARE [new section]

Management shall explore, in consultation with the union, the provision of a service of back-up child-care for staff with child care needs. Management will make good faith efforts to identify a child-care provider, which may or may not be free, and obtain multiple price and service quotes which will be discussed with the union by June 1, 2015.

7.4 ACCRUAL OF SENIORITY DURING LEAVE

This section will be moved to Section 6.8 and the sentence "However, length of service credit will accrue for leaves in effect as of October, 1977." will be deleted.

7.7 LAYOFFS

(A) Generally

- 3.** A supervisory, managerial or other non-bargaining unit employee who returns to or assumes a bargaining unit position shall be required to apply and interview for this position as an external candidate. If hired, they 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.

- 5.** The following procedures shall be available when the Employer proposes to lay off in a twelve month period at least three (3) bargaining unit employees in Staten Island, Manhattan or 40 Worth Street, or at least four (4) bargaining unit employees in Queens, or at least five (5) bargaining unit employees in Brooklyn or the Bronx, with temporary employees not to be counted. The Employer shall provide advance written notice to the Union of planned layoffs, at least 45 days preceding the 30-day notice of 7.7(A)(5). Within ten (10) business days of the 45 day notice, the Union may request that the Employer bargain over the proposed plan for layoffs. The parties shall each bargain in good faith over possible alternatives to layoffs and other aspects of the proposed plan. In the event that the parties are unable to agree on an alternative plan during the notice period, the Employer may proceed to implement its proposed plan. Nothing in these procedures limits the Employer's right to serve the 30-day notice of 7.7(A)(5).

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% all of his/her time in such prior classification, except that in such cases where the promotion occurred within 3 months before or after notice of layoffs is given, the employee shall be given seniority credit for 50% of his/her time in such prior classification, for purposes of the layoff provision.
12. If requested by the laid-off worker, his/her severance payment shall be delayed 31 days after separation, if reasonably practicable.

(C) Severance

1. An employee who is laid off shall be entitled to severance pay according to the following schedule:
[6 months to 15 years remains as in the contract]

<u>At least 20 Years:</u>	<u>Eight Weeks</u>
<u>At least 25 Years:</u>	<u>Nine Weeks</u>
<u>Thirty Years and over:</u>	<u>Ten Weeks</u>

(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)~~ fifteen (15) 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 §7.7(A)(1) shall exist for ~~eighteen (18) months~~ twenty-one (21) months.

(F) Financial Disclosure

LS-NYC and each local project shall provide the Union with the following information:

1. Approved annual budget in a format which includes the calculations 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 LS-NYC in a format which includes the calculations 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.

8.1 GRIEVANCE

(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 fifteen (15) business 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 or Immediate Managerial Supervisor, 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 ten (10) business days of the Step 1 decision, should there be one, or if no Step 1 discussion has taken place, then within fifteen (15) business days of when the employee knows or should have known of the alleged dispute. The Managing Attorney or Immediate Managerial Supervisor shall respond within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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.

(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 ten (10) 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.

9.1 POST PROBATIONARY ADVERSE EMPLOYMENT ACTION AND PERFORMANCE IMPROVEMENT PLANS

(B) Inadequate or Unsatisfactory Job Performance

1. The employer, working with the employee, shall identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings. The employer, working with the employee, shall identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings. The employer shall provide the employee with a written Performance Improvement Plan (PIP) that sets forth a) the specific perceived deficiencies in performance and expectations for adequate performance, b) the measures that the employer and the employee will take to cure the deficiencies, c) a statement that the employee has at least 3 months to correct those deficiencies to a satisfactory level, and d) the consequences of failing to do so. A PIP is intended to serve as a warning. During the period specified in the PIP, and during any good cause extension of that period ~~at the employer's sole discretion~~, it shall be the responsibility of the employer to make reasonable support and resources available to carry out the measures identified, and it shall be the responsibility of the employee to cooperate fully with this approach. The employee may also request a good cause extension of the PIP.

12.3 TRAINING COMMITTEE *[Edited to mesh with 1.6 L-M Committee]*

The LSNYC ~~Training~~ Labor-Management Committee shall develop recommendations for training events, evaluate training events that are conducted, and consult with Employer and employees concerning training needs.

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 LS-NYC Central and operating legal services corporations in New York City, this contract, health insurance, 403(b), 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.

(E) Casehandling Social Workers

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

12.8 TRAINING SESSIONS

(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 and will make necessary workload adjustments to enable participation.

(E) It is mandatory for all staff and managers to attend a diversity and inclusivity training. Workloads shall be reduced to provide time for this training.

12.14 EVALUATION PROCESSES [new section]

The Employer and LSSA agree that evaluation processes should be consistent across the program. The Labor-Management Committee will develop a proposal to the Executive Director by July 1, 2015 to enhance the staff and management evaluation processes. The proposal shall address, among other things, timelines, forms, communication, and meaningful staff input and will be submitted to the Executive Director by July 1, 2015. The employer will make their best effort to implement the enhanced process by October 1, 2015.

13.0 OFFICE CONDITIONS

13.2 Temperature, Water, Toilets

The Employer will provide employees with a work environment that is safe and conducive to good health. If dangerous or unhealthy conditions occur in the workplace, the employer, in consultation with the union, will develop a plan that will resolve the condition. 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, have them reassigned to other appropriate work locations, or allow them to work from home. If the temperature exceeds 90 degrees, an employee who has a medical condition exacerbated by heat shall be reassigned to another location. Any legal worker reassigned under this provision shall be reassigned within the program or borough of regular employment.

13.4 Office Health and Safety

The Labor-Management Committee will consider matters relating to occupational safety and health. *[this paragraph edited to comport with L-M Committee]*

- (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 Labor-Management Committee shall include, but not be limited to computer technology, toxic contamination, use of nontoxic and environmentally sound cleaning products, ventilation, air-conditioning, lighting, heating, plumbing, elevator service, recycling and other efforts to make our offices more green, staff safety, appropriate alterations to the physical environment, security, security-related training, including training to handle emotionally disturbed and violent clients.
- (iii) The Labor-Management Committee will solicit feedback from staff concerning health and safety matters as needed.

14.3 JOB DESCRIPTIONS GENERALLY

- (B) ... No office shall be without a receptionist for more than ~~four~~three months, except for offices in which: (1) there are less than six staff members and (2) the office does not regularly see walk-ins or all case-handlers work at least part-time in another office with a receptionist.

(E)(2) The shop must be given 5 business days' notice of any intent to combine lines for existing staff.

(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. These employees will not be required to provide oral or written interpretation services until such training is provided. Appropriate training will be provided to employees who use translators and interpreters as well. Staff who do not have the below-referenced bump as of [the date this contract is ratified] and who are asked to provide translation or interpretation services will receive the below-referenced bump after they attend appropriate training and agree to provide translation or interpretation services. (~~See also SIDE LETTER re: Training 03/06 Contract~~)

Each LS-NYC 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. No staff providing interpretation services shall be required to interpret for more than 45 continuous minutes. A break of 15 minutes shall be provided after every 45 minutes of translation. The workload of staff providing interpretation and translation services shall be adjusted to reflect the time spent on this important activity, except where the sole responsibility of the staff person is to interpret and translate.

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-\$1500 annual 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.~~

14.4 SPECIFIC JOB DESCRIPTIONS

(J) Executive Secretary II [new job description]

The Executive Secretary performs tasks related to office administration, client services, and document management. These responsibilities include the following:

- a. Handling petty cash, paying bills, preparing, authenticating and submitting personal reimbursements, and assisting with other fiscal-related requests.
- b. Assisting with escrow under the supervision of the Director of Administration.
- c. Scheduling appointments, making telephone calls, and drafting basic correspondence.
- d. Ordering and maintaining office supplies and equipment.
- e. Maintaining group calendars.
- f. Assisting management with monitoring and ensuring maintenance of office-wide needs, including publications, furniture and office conditions. 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.
- g. Reviewing, sorting, distributing, stamping, collecting and posting mail.
- h. Using current programs for word processing, database and information management, and document preparation.
- i. Entering and tracking information in electronic format, including databases and grant management systems, and running reports with the data
- j. Assisting in the maintenance of client and office-related files, including copying, scanning and distribution materials, filing and assisting with requests related to preparing files for program audits.
- k. Providing administrative support for litigation and case advocacy.
- l. Providing information and referrals to clients and community members utilizing available internal and external resources.
- m. Using language-assistance resources, including translation and interpretation services available to assist LEP clients and community members.

*** The Executive Secretary II position will be a Class III Legal Worker, placed in salary scale H1, which will be calculated by increasing each step on salary scale H by \$1000.***

Intake Paralegal

[new job description]

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

- a. Conducting screenings of applicants for service, including obtaining necessary demographic data, determination of eligibility, and scope of the client's request for assistance.
- b. Coordinating follow-up services, including appointments, referrals, client correspondence, and gathering documents and other information.
- c. Opening and closing files for clients and ensuring compliance with program protocols.
- d. Providing applicants and clients with information, referrals and/or advice under the supervision of an attorney.
- e. Using language-assistance resources, including translation and interpretation services available to assist LEP client and community members.
- f. Maintaining familiarity with and using internal and external resources to provide referrals.
- g. Answering questions and helping acclimate staff to intake procedures.
- h. Distributing basic client service information materials.
- i. Assisting case-handlers on client-related matters including making phone calls, sending basic correspondence, and obtaining information.
- j. Entering and tracking information in electronic format, including databases and grant management systems and other formats, running reports with the data, and assisting in preparation for audits.
- k. Maintaining client-related files including copying, scanning, uploading, and distributing documents.

*** The Intake Paralegal position will be a Class III Legal Worker, placed in salary scale H1, which will be calculated by increasing each step on salary scale H by \$1000.***

Hotline Paralegal

[new job description]

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

- a. Conducting screenings of applicants through intake hotlines, including obtaining necessary demographic data, determination of eligibility, and scope of the client's request for assistance.

- b. Coordinating follow-up services, including appointments, referrals, correspondence, and client document requests.
- c. Opening and closing electronic files for hotline callers and ensuring compliance with program protocols for telephone intakes.
- d. Providing applicants and clients who contact the intake hotline with information, referrals and/or advice under the supervision of an attorney.
- e. Using language-assistance resources, including translation and interpretation services available to assist LEP client and community members.
- f. Maintaining familiarity with and using internal and external resources to provide referrals.
- g. Answering questions and helping acclimate staff to intake procedures.
- h. Use of current office platforms for word processing, database and information management, and document preparation. This includes Microsoft Office, Excel, Outlook, and other programs.
- i. As related to hotline calls, entering and tracking information in electronic format, including databases and grant management systems and other formats, and running reports with the data.
- j. Maintaining client-related files, including copying, scanning, uploading, and distributing documents.

*** The Hotline Paralegal position will be a Class III Legal Worker, placed in salary scale H1, which will be calculated by increasing each step on salary scale H by \$1000.***

Grants and Contracts Specialist [new job description]

The Grants and Contracts Specialist has duties and responsibilities as follows:

- a. Assisting with grant/contract program client eligibility verification and assembling of documentation required by funders, as needed;
- b. Entering (and extracting) of grant/contract program information into internal case management systems and databases and/or case management systems and databases maintained by funders, as needed;
- c. Serving as a key point of contact for grant funded programs which involves communicating with funder agency/program staff and, if appropriate, referring cases to LSNYC neighborhood offices;

- d. Monitoring and analyzing grant/contract performance and presenting such data in various forms -- narratives, simple charts, pie charts, bar graphs, etc;
- e. Communicating with practice leaders, staff advocates, contract managers, funders, and other staff about grant/contract-related needs and deadlines;
- f. Collaborating with practice leaders and other staff to assist in ensuring that LSNYC's case management system and other databases are modified to collect all required data for grants and able to generate custom reports providing these data elements. This includes working with practice leaders and staff to develop forms for data collection and strategies for reporting;
- g. Assisting in preparation of statistical and narrative grant reports;
- h. Assisting in preparation of grant proposals, responding to RFPs, and preparing grant close-outs;
- i. Assisting in the assemblage of contract packages for funders;
- j. Coordinating reporting and proposal deadlines;
- k. Participate in annual audit and funder audits as needed;
- l. Serving as a liaison to the Finance department in order to secure grant and contract budgets and expenditure reports; and
- m. Preparing written and oral presentations on grant performance and related subjects.

*** The Grants and Contracts Specialist position will be placed on salary scale C. ***

P Network Engineer

*** The network engineer position will be moved to salary scale C. ***

[Placeholder for minor agreed-upon job description changes for technology support positions: Database Programmer and Technology Support Associate, Network and System Engineer, Network and Systems Specialist, and Technology Coordinator.]

14.5 WORKLOADS AND CASELOADS [new section]

(A) Reasonable and Equitable Workloads [new section]

The Employer agrees that supervisors have a responsibility to proactively manage work and ensure that staff has reasonable and equitable workloads. On a periodic basis, and at least once a year, the primary supervisor will sit down with staff to review and adjust workloads as necessary. Employees may also request such a meeting at any time.

Each staff person will be assigned one primary supervisor who will be responsible for ensuring that staff members have reasonable and equitable workloads. A designee will be assigned for times when a primary supervisor is unavailable and staff is given multiple urgent assignments. The primary supervisor or her designee will also be responsible for helping staff prioritize work and manage deadlines.

At the workload review, the Employer shall determine whether the employee has a reasonable and equitable workload, using the factors identified in § 14.5(D)(2). If it is determined that the workload is not reasonable and equitable, the Employer shall, with the employee's input, develop a workable plan to remedy the situation. The remediation plan may include but is not limited to hiring additional staff or temporary workers, re-assigning work, prioritizing work, or reducing the work load. Workload reviews are not evaluations and are not part of the disciplinary process. At their choice, employees may meet with the Project Director to obtain such a plan or to revise a plan.

(B) Legal Worker Workloads [new section]

1. This section applies to all employees other than attorneys, as per the definition of legal worker set forth in § 19.2.
2. Factors to be considered in determining what a reasonable and fair workload is include, among others:
 - a) Whether staff have too much work to be able to regularly complete all work within 35 hours per week;
 - b) Experience and skill level of the employee;
 - c) Ensuring that workloads of staff members of equal skill and experience are substantially equal;
 - d) Ensuring the provision of high quality work products, with the understanding that better work often takes more time;
 - e) For casehandlers, assessing the number of open active cases and case types within the caseload, where applicable, how actual hours are charged in the case management system as well as other responsibilities of the employee;
 - f) Supervision available;
 - g) The degree to which an employee is asked to handle unanticipated or emergency assignments;
 - h) Client needs and priorities;

i) Ensuring that staff are provided with opportunities for training and professional development.

3. No one factor shall be determinative, or shall outweigh all other factors.

(C) Attorney Caseloads *[moved from 4.3]*

(ii) 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, time required to perform administrative work, 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.

14.6 STAFFING **[new section]**

The parties agree that adequate staffing at all levels is a desirable goal of the organization. Where possible, management at each office will engage in discussion with the union prior to the creation or elimination of staff lines.

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, gender identity or expression, 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. *[This change was already negotiated in the last contract, but failed to be included in the written document.]*

(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, and people over the age of 40 are welcome and encouraged to apply.

(D) Job Postings **[new section]**

Job postings shall be provided to the union president concurrent with the job posting being sent to the central vacancy committee.

15.4 TRANSFERS BETWEEN PROGRAMS

(A) *Reference to 17.9(A) will be changed to 17.10(A).*

17.3 EXPENSE REIMBURSEMENT

- (A) **4.** Supper money will be ~~\$7.50~~ \$13 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~~ \$13 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.
- (A) **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.~~ 9:00 pm, or until 8:30 pm if they are leaving from an off-site location. 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.~~ 9:00 pm, or until 8:30 pm if they are leaving from an off-site location. When staff have a particular safety concern, transportation reimbursement before 8:30 pm or 9:00 pm may be approved on a case-by-case basis.

17.6 DIVERSITY AND STAFF PARTICIPATION IN HIRING

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.

The employer will seek bargaining unit participation in the selection of “fellows” who may be employed for a year or more and who are paid through LSNYC payroll. Participation will include an opportunity to review resumes, meet applicants, and provide input into final selection decisions. In some situations, due to time constraints or the process of the fellowship provider, this participation may not be possible.

17.10 NOTICE OF JOB OPENINGS

E. The employer will provide written notice to the shop in advance if possible, and otherwise upon the arrival of temporary employees, employees who work less than 15 hours, or volunteers.

17.12 UNION-MANAGEMENT 403(B) RETIREMENT COMMITTEE [New Section]

A. The Employer and the Union agree to establish a Labor-Management 403(b) Committee as a forum for the exchange of information and ideas to improve the Plan and advance toward the goal of financial security in retirement for all participants.

B. The Committee shall consist of four (4) LSNYC members, at least 2 of whom shall be fiduciaries, and four (4) LSSA members.

C. LSNYC as Plan Sponsor shall use best efforts to require, in any contract with a Financial Administrator, at least four (4) quarterly meetings per year for the fiduciaries to meet with the Financial Administrator. The Committee members shall be invited to and included in these meetings. Concurrent with these meetings, the Committee shall meet to discuss related matters, including federally-mandated due diligence evaluation of the Plan, alternative Financial Administration, and any upcoming contract changes, renewals, extensions or terminations. In addition, the Committee shall meet as necessary.

D. LSNYC as Plan Sponsor shall use best efforts to obtain information requested by the Committee or the Union from the Plan's Financial Administrator, unless the information is inappropriate for circulation beyond the fiduciaries.

E. LSNYC shall give the LSSA members of the Committee prior notice of any contract renewals, extensions, or terminations of the Plan at least thirty (30) days before any deadline, and shall receive comments from the LSSA members on the proposed amendments or changes.

F. It is explicitly understood that final authority with respect to any decisions affecting the Plan rests solely with the Plan fiduciaries as required under federal statute and regulations.

18.5 SALARY MODIFICATIONS FOR THIS CONTRACT TERM

The parties agree to a three year contract for the period of August 1, 2014 through July 1, 2017.

1. Effective retroactive to August 1, 2014, the existing salary scales for steps 1 through 21 shall be increased by 4%; salary scales for step 25 shall be increased by 4.25%; and salary scales for step 30 shall be increased by 4.5%;
2. Effective July 1, 2015, all existing salary scales shall be increased by 2.25%;
3. Effective July 1, 2016, all existing salary scales shall be increased by 2%.

In addition, attorneys shall receive a one-time payment of \$1,000 in the first paycheck after ratification of this contract, and legal workers shall receive a one-time payment of \$1,500 in the first paycheck after ratification of this contract.

18.7 DIFFERENTIALS

(C) Differentials

The employer shall adopt written standards to govern the awarding and revocation of differentials. The standards will incorporate feedback from the union and shall address criteria, fairness, and notice timelines.

NEW SIDE LETTERS

SIDE LETTER RE: TRAINING

Management and the Union recognize that changes in technology and changing office needs require training for staff members to develop the skills needed to perform their job responsibilities. Management will provide training opportunities and support for staff to develop and improve necessary skills including computer, technology, writing and communication skills. Ongoing professional development trainings will be provided as needed for all staff.

Specifically, LSNYC will provide:

- n. Within three (3) months of the contract signing date, LSNYC will provide training on Excel (basic and intermediate) and document preparation and formatting in Word.
- o. Within six (6) months of the contract date, LSNYC will provide training on Adobe Pro and Excel (intermediate advanced).
- p. Also within six (6) months of the contract date, LSNYC will prepare and publish a training schedule for trainings on basic writing, e-filing, and other identified needs. Those trainings will be completed within one (1) year of the contract date.

These training commitments are not intended to replace other training or supervision provided by LSNYC.

The above trainings will be offered at least twice. The trainings will be open to all staff, regardless of job category, with preference being given to staff who will be expected to use the associated skills. If there is additional demand LSNYC will add sessions as needed. Managers and Project Directors will arrange for coverage of job duties for staff to attend trainings.

No staff will be asked to perform new job responsibilities without training.

SIDE LETTER RE: JOB PROTECTIONS FOR EXISTING STAFF

Any staff member who wishes to remain in their current position that is changed by the terms of this CBA will be governed by the job description in effect prior to ratification of this 2014-2017 contract. Their salary scale will continue to be governed by their prior job category. In addition,

those staff members who currently hold combined paralegal/ intake officer titles will remain on their current salary scales.

An executive secretary or intake officer who agrees to assume the revised position shall have the right, if they so choose, to return to the former position without penalty within a period of six months after training is complete.

The party's agreement to any new job descriptions is without prejudice to either party's position regarding what is contained in currently existing job descriptions. The parties agree that the Employer withdraws its present proposal regarding a new Legal Services Assistant (Paralegal Advocate) without prejudice to its position regarding what is contained in the current Legal Services Assistant (Paralegal) job description.

SIDE LETTER RE: HEALTH CARE CONTINGENCY

If the final weighted average of total health insurance premium costs in the June 2016 renewal period (including any other charges, surcharges, taxes, or increases of any kind imposed by a provider or the U.S. government) increases by more than 13%, the Joint Labor-Management Health Care Working Group will study potential ways to reduce costs below the 13% increase and present the results of that study to the LSSA and Management negotiating teams. Bargaining of the renewal contract will begin no later than the first business day after January 1, 2017.

SIDE LETTER RE: RFP FOR 403B CONTRACT

The Employer shall put forth a request for proposal (RFP) for bids for a provider of the LSNYC 403(b) retirement plan. A consultant shall be engaged to manage this RFP process no later than February 28, 2015, and the Employer shall make their best effort to ensure the evaluation and selection process shall conclude in time to allow the Employer to finalize a decision before the October 31, 2015 deadline to end or renew the contract with our current retirement plan provider. The Employer shall keep the Labor-Management 403(b) Committee apprised and involve the committee in the evaluation and selection process.

SIDE LETTER RE: DISCRIMINATION COMPLAINT POLICY

LSNYC and LSSA agree to convene a committee comprised of equal numbers of staff and management that will draft a Discrimination and Sexual Harassment Complaint Policy to be submitted to the LSNYC board no later than December 1, 2015.

SIDE LETTER ON LABOR-MANAGEMENT HEALTH CARE WORKING GROUP

In 2013, LSNYC Management and LSSA created a Joint Labor-Management Health Care Working Group. The group engaged an outside health care consultant (“Consultant”) to evaluate LSNYC's health care options for obtaining high quality health care at the most affordable cost. The Working Group currently consists of five representatives from the union and five from management. It is agreed that the Working Group will continue during the 2014-2017 contract term, with the following objectives:

- a) Improve the health and quality of life of LSNYC employees;
- b) Continue review of the Consultant’s analysis and recommendations, and any follow-up related to the Consultant’s reports;
- c) Explore wellness initiatives and work together to educate all LSNYC staff about health care options;
- d) Seek to identify a health club or clubs that will provide discounted memberships at reasonable cost to LSNYC staff;
- e) Evaluate the ongoing effectiveness of current health care plans and review alternatives;
- f) Explore options for lowering the cost of health care plans.

Union and management further agree to join in an education campaign regarding the benefits of mail order prescriptions and use of urgent care facilities. The Health Care working group will come up with an education plan no later than the second quarter of 2015, to be commenced no later than the beginning of July 2015.

LSNYC shall establish a one-time wellness fund of \$24,000. The Health Care Working Group will come up with a plan by the third quarter of 2015 for how the funds shall be used, which may include reimbursement to members of health club membership or health classes, to be commenced no later than the beginning of October 2015.

Matters that are the subject of active bargaining shall not be appropriate items for consideration by the Health Care Working Group. The existence of the Working Group does not in any way interfere with or replace grievance rights or other rights in the Collective Bargaining Agreement. The Working Group shall gather relevant information, consider the above issues, and share that information with staff and the organization as appropriate.

The Working Group shall consist of ten (10) members. The Union shall designate five (5) members, which shall include the Union President, and the Employer shall designate five (5) members. Vacancies shall be filled by the appointing party for the balance of the term. Each side may designate one alternate. Representatives shall be given reasonable release time to prepare for the participation in the Health Care Working Group activities.

The Working Group shall meet at least four times annually during the 2014-2017 contract term, at the call of either the Union members or the Employer members at times agreeable to both parties. Working Group decisions shall be made by modified consensus. Minutes shall be kept and copies supplied to all members of the Working Group and to the Executive Director of LSNYC and the Union President.