

COLLECTIVE BARGAINING AGREEMENT

between the

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

and

MFY Legal Services, Inc.

January 1, 2015 to December 31, 2017

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COLLECTIVE BARGAINING AGREEMENT dated as of this 29th day of November, 2015, by and between the LEGAL SERVICES STAFF ASSOCIATION, National Organization of Legal Services Workers, International Union, UAW, Local 2320, AFL-CIO, (the "Union") and MFY LEGAL SERVICES, INC. (the "Employer"), effective as of and retroactive to **January 1, 2015**, 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

Any employees of newly created or affiliated programs, divisions or projects ("affiliated programs") 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 a newly created or affiliated office, delegate corporation, or program shall be accreted to the bargaining unit and such office, corporation, or program shall be considered an Employer for all purposes.

1.4 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 **Section 1.4** may only be initiated by the Union delegate or by

a member of the Union's Executive Committee.

1.5 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. The Committee shall also consider development of training pursuant to Section 12.3, matters relating to occupational safety and health pursuant to Section 13.4, and matters regarding diversity, hiring, and retention of women and minority employees pursuant to Section 16.3 of the collective bargaining agreement.

(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 and the President of the Union.

1.6 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.

1.7 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.

1.8 Release Time

- (A) 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 working hours.
- (B) In order for all employees to attend shop meetings held on site during lunch hour or off site every other month, the Employer agrees to cover reception, upon 24 hours' notice, for not more than one shop meeting per month. Employer agrees to provide two (2) hours' release time for shop meetings held off site every other month. Except in emergency situations, it is understood that such shop meetings will be arranged with maximum notice to the Employer.
- (C) All other Union activity shall be during non-working time, except three (3) members may be designated by the Union as part of its Negotiating Committee and may use up to five (5) hours a week for a total of 15 work hours for contract preparation and negotiations.

1.9 No Strikes

Neither the Union nor 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.

1.10 No Lockouts

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

1.11 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, s/he 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 Employer 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 1.11** 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 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, AND 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 (3) months, except that termination of his/her employment at the end of the period for which s/he 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 **Section 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 placed in a program from a temporary employment agency for a period of more than six (6) weeks except where the person 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 (4) months.

4.0 HOURS AND DAYS OF WORK

4.1 Overtime/Compensatory Time Generally

Non-exempt employees who work more than thirty-five (35) hours up to forty (40) hours a week may elect to receive either straight-time pay or one and one-half hours in compensatory time for every hour worked more than thirty-five (35) up to forty (40). Non-exempt employees who work more than forty (40) hours per week will receive overtime pay at a rate of one-and-one-half (1 ½) times their regular hourly wage.

4.2 Overtime; Prior Approval

Prior approval to work overtime must be obtained from the Executive Director or a person authorized by the Executive Director 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 Rules of Professional Conduct and the Employer'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 legal services programs 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 (1) 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) **Section 8.2(E)** shall govern any caseload grievance.

4.4 Compensatory Time

(A) **Prior Approval**

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

(B) **Accumulation Not to Be Sold**

No employee may be paid for accumulated compensatory time.

(C) **Accumulation at Termination**

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

(D) **Not for Lunch Hour**

Lunch hours may not be shortened in order to earn compensatory time, or unless the Executive Director 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 shall be allowed in the discretion of the Executive Director. It is recognized that the grace period is not a reduction of the work week.

4.6 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 and the 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 **Section 4.6** 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.

4.7 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.

4.8 Part-Time Prior to Retirement

Employees aged of 60 or older with 20 years' tenure at Employer who give 6 months' notice of their date of retirement may reduce their hours to 21 hours per week for the six months preceding retirement. Employees aged 65 or older with 20 years' tenure at Employer and who are eligible for Medigap insurance may reduce their hours to 14 hours per week during the six months preceding retirement OR they may request to reduce their hours to 21 hours per week for a period of up to one year prior to retirement subject to funding availability and other business considerations. If reduction of hours results in ineligibility for any of Employer's employee benefits, Employer shall not be responsible for coverage.

5.0 ECONOMIC BENEFITS

5.1 Insurance Coverage

(A) 1. Health Care Coverage

The Employer offers the Oxford Freedom Metro Plan (POS) at no cost to the employee.

2. The Employer will reimburse employees for the difference in out-of-pocket expenses between the former Oxford Freedom Select Plan (as such plan existed and pursuant to the co-payment schedule in effect in December 2007 and modified as of March 1, 2013) and the Oxford Freedom Metro Plan (POS) as follows:

- (i) **In-Network Co-Payments:** The employer will reimburse employees for the difference in co-payments for in-network covered expenses. The employer will reimburse employees for the difference in co-payments for Home Health Care up to Oxford Freedom Metro Plan's (POS) allowable forty (40) visits per year.
- (ii) **Prescription Drug Co-Payments:** The employer will reimburse employees for the difference in co-payments for covered prescription medications.
- (iii) **Out-of-Network Major Medical Expenses:** The employee will continue to be responsible for a \$250 yearly deductible for a single individual and a \$625 deductible for families for out-of-network expenses. Once the employee has satisfied his or her deductible, the employer will reimburse employees for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for coinsurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).
- (iv) **Out-of-Network Hospital Benefits:** The employer will reimburse employees for the difference in out-of-network emergency room co-payments. For hospital and surgical in-patient and out-patient expenses, the employee will continue to be responsible for a \$250 yearly deductible for a single individual and a \$625 deductible for families. Once the employee has satisfied his or her deductible, the employer will reimburse employees for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).
- (v) **Out-of-Network Mental Health Benefits:** For mental health and substance abuse out-patient treatment, the employee will continue to be responsible for a \$250 deductible for a single individual and \$625 for families. Once the employee has satisfied his or her deductible, the Employer will reimburse employees for 50% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 50% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS). In-patient mental health treatment and in-patient substance abuse treatment are in-network only benefits under the Oxford Freedom Select Plan; therefore, if an employee chooses to use an out-of-network provider for these services, the employee will be solely responsible for the deductible and co-insurance as set forth in the Oxford Freedom Metro Plan (POS).

- (vi) **Other Out-of-Network Care:** For other types of care covered by the Oxford Freedom Metro Plan (POS) but not mentioned above, the employee will continue to be responsible for a \$250 deductible for single individuals and \$625 for families. Once the employee has satisfied his or her deductible, the employer will reimburse employee for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).
- (vii) **Partial Reimbursement of Co-Payments as Described Above:** The employer will contract with a third party administrator to process partial reimbursement of co-payments as described above. Employees will submit paper claims to the third party administrator for these reimbursements.
- 2. **Dental Coverage**
The Employer offers the DG 2000 PPO-Plan X2 offered by Guardian Life Insurance Co. at no cost to the employee.
- 3. **Life Insurance and Long-Term Disability Insurance**
The Employer will provide Life and Accidental Death & Dismemberment insurance coverage and Long-Term Disability insurance.

- (B) The Employer shall provide insurance coverage for the domestic partner of an employee, as well as the legal dependents if such coverage is available for dependents, of such domestic partner. Such coverage shall be provided as soon as it is offered by the carrier.

Until such time as coverage is offered by the insurer for same sex domestic partners, the Employer will pay health and dental insurance for same sex domestic partners to the same extent that spouses are covered under this agreement. The Employer will reimburse employees with a same sex domestic partner for the costs of purchasing individual health and dental plans up to the cost of insuring a spouse subject to **Section 5.1(F)** below. These payments will be added as salary in the employee's biweekly paycheck.

- (C) All premiums shall be paid by the Employer, except as provided by **Section 5.1(F)** and **Section 6.7C)** below.
- (D) Employees shall submit their insurance claims directly to the appropriate insurance carrier. The Employer shall provide 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.

(E) In the event of unilateral changes by the carrier, the Employer and the Union shall negotiate and agree upon appropriate alterations in coverage.

(F) **Exclusion of Insured Spouses and Insured Same Sex Domestic Partners**
Employee spouses and same sex domestic partners who have insurance coverage through their own employers are excluded from the Employer's health plan. For purposes of the spouse and same sex domestic partner exclusion, insurance coverage through their own employers shall mean any comprehensive health plan, including an HMO or HIP, where the employer pays at least 50% of the premiums. An employee who seeks to include a spouse or same sex domestic partner in the MFY plan must do the following:

1. If the spouse or same sex domestic partner is employed, s/he shall provide an appropriate authorization for Release of Information, limited to health care coverage, premium costs, and employee contribution rates, from said employer.
2. If the spouse or same sex domestic partner is not employed, s/he shall execute a sworn attestation to the effect that employer-paid health insurance benefits are not available to him/her.

(G) Employer will offer \$1,500 annually to any employee who opts off the Employer health benefits plan. If the employee also takes all of his or her children off the plan, he or she will receive another \$1,500 annually. Electing off of Employer's health coverage under this provision requires proof of other coverage and is subject to plan election requirements. These sums shall be paid out as added salary paid out in biweekly paychecks, and shall continue to be paid to the employee any time that the employee's health care premiums are being paid.

5.2 Pension

(A) Contributions shall be made annually to a tax-deferred annuity plan and shall be made on behalf of employees with one (1) year or more of service. The plan shall provide for immediate vesting. The Employer shall contribute 6.5% of gross pay to the tax-deferred annuity plan.

(B) Each employee shall be granted two (2) hours of release time per calendar year to be used for personal investment training and investment advising with the administrator of the tax-deferred annuity plan. Upon an employee's hire and at first anniversary of hire, orientation materials and provider contact information will be provided by the Employer.

- (C) The Employer shall establish a joint union-management pension advisory committee. This committee shall have an equal number of members appointed by the Employer and the Union. The purpose of this committee is to participate in a review of current proposed plans and to make recommendations to the Trustees of the plan. Notice of any proposed significant changes in the plan will be provided to the joint union-management pension advisory committee. It is understood that ultimate responsibility and authority for decision-making regarding aspects of the plan rests solely with the Trustees.
- (D) The Employer agrees to make good-faith efforts to assure that the tax-deferred annuity plan provides a wide range of investment options, and that plan permits employees to make their own contributions immediately upon commencing employment.

5.3 Educational Loan Reimbursement

Employer shall establish a fund to assist professional employees with professional school debt. Employer will provide \$13,000.00 in each year of this contract to be used solely for the professional school loan assistance fund. This amount shall be distributed in December of each year as follows:

- (1) To apply for assistance, an employee shall provide his her or her name, together with all information required by the formulas below, to a Union delegate. To be eligible to receive assistance an employee must be employed by Employer at the time assistance is distributed. The Union will be responsible for providing employee eligibility information to the Employer.
- (2) The amount of assistance provided to an applicant shall be calculated by multiplying the applicant's Factor Value by \$6,000.00. An applicant's Factor Value shall be calculated as follows:

Factor Value = (Individual Factor)/(Sum of All Applicants' Individual Factors)

- (3) An applicant's Individual Factor shall be calculated as follows:

Individual Factor = [X*(S)] + [Y*(D:I)]

- (4) The variables in the formula above shall be defined as follows:

(S) – Seniority: An applicant's seniority shall be set at the number of months, rounded up to the whole month, he or she has been employed by Employer as of December 1st of the relevant year.

(D:I) – Debt to Income Ratio: An applicant's debt to income ratio shall be determined by dividing the minimum monthly payment available from the applicant's lender(s), that the applicant can acquire without penalty, by the

monthly, pre-tax salary paid to the applicant by Employer.

X: The value of the variable X shall be set each year by the Union.

Y: The value of the variable Y shall be set each year by the Union.

5.4 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 originally expired on December 31, 2011, was renewed on January 1, 2015, effective prospectively, and shall expire on December 31, 2017 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.
- (C) On an annual basis the Union shall provide Employer with a report of all Employees who used the Education Fund.

5.5 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.

5.6 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.

5.7 Retirement Payment

Employees with 25 or more total years of service in the program, and who commenced working for Employer or its predecessor prior to January 1, 1980, who give two (2) months' notice of intent to retire, shall be provided the equivalent of 7% of annual salary, or \$4,000, whichever is greater, at date of termination.

6.0 LEAVES OF ABSENCE

6.1 Accrual of Annual Leave

(A) Generally

Annual Leave shall accumulate for the first year of employment at one (1) day in each of the first 23 pay periods (for a total of 23 days). After the first year of employment, annual leave shall accumulate at one day in each of the 26 pay periods in the year, plus an additional day in the first and fourteenth pay periods (for a total of 28 days). Each employee with more than one (1) year's seniority shall receive at least 28 days each year. Each employee with more than one (1) year's seniority shall receive at least 28 days each year including the transition year, defined as the first year this provision is effective.

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

(B) Cumulative

1. Accrual of annual leave shall be cumulative. Accrual shall be capped at 60 days as of January 1, 2004. Any employee who has accrued more than 60 days as of January 1, 2004 shall be capped at the number of days of leave accrued as of that date ("grandfather amount"). Employees shall accrue leave up to and until they reach their grandfather amount or 60 days, whichever is greater. Anyone who has an accrued leave balance of 60 days or his/her grandfather amount, whichever is greater, shall not accrue leave in each month during which the balance is at or above 60 days. However, if the employee takes leave to bring his/her balance below 60 days or his/her grandfather amount, s/he shall be awarded that month's portion of annual leave at the end of the month, up to the greater of his/her grandfather amount or 60 days. In the event that an employee who would not accrue leave in a given month applies 14 calendar days in advance and is denied a requested vacation, that employee shall accrue leave until such vacation is approved and taken.
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 except as limited by this section. Neither annual nor sick leave will accrue during any time when an employee is using accumulated (or "banked") leave once an employee has exhausted his or her annual allocation of sick and annual 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 Executive Director, 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

(A) Approval

Annual leave is to be scheduled subject to the approval of the employee's supervisor or the Executive Director. 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 (2) employees, seniority shall govern.

(D) Personal Days

During each year of employment, up to five (5) 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 an 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 Employer.

(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 Employer 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) A payment for an appropriate number of accumulated annual leave days will be made to an employee on the day prior to the start of a vacation period of at least two (2) weeks, if the employee makes a request for such a payment to the Employer at least two (2) weeks before the vacation is to start. Employees may request pay checks due during vacation under this section.

(E) Upon two (2) weeks prior request, checks issued pursuant to **Section 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 the administrator or the executor of employee's estate the value of the all accrued vacation leave to which the employee would have been entitled, subject to a 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 article shall count against the twelve (12)-week leave described in this paragraph.

Employees who take leave under **Section 6.4(A)(2)** shall continue to be covered by the Employer's health care and dental plans as provided in **Section 5.1** for up to twelve (12) weeks. In no event shall the employee be entitled to more than a total of twelve (12) weeks of employer-paid

health and dental insurance under **Section 6.4(A)(2)**. Employees who take leave under **Section 6.8** of the contract shall continue to be covered by the Employer's health care and dental plans as provided in **Section 5.1** for up to five (5) months if such employee has been employed by the Employer for one (1) year or longer. If such employee has been employed by Employer for less than one (1) year, s/he shall continue to be covered by the Employer's health care and dental plans as provided in Section 5.1 for up to twelve (12) weeks.

3. Any medically necessary leave taken pursuant to paragraph (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) The Executive Director or the employee's Supervisor 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.
- (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 s/he 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 **section 6.4 (G)(2)(a)** above, additional sick leave days may be loaned in the discretion of the Executive Director.
 - (c) All loans of sick leave shall be confirmed in writing, signed by the employee and the Employer;
 - (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 employee's supervisor or the Executive Director 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.

The short term disability benefits are due the Employer for those periods that the Employee is on paid leave for a serious health condition. The Employer shall provide for paperwork to be sent to an employee on short-term disability, and the employee shall make best efforts to complete such paperwork and remit the short-term disability insurance payments to the Employer for the period that the employee is on payroll.

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 take bereavement leave for a loved one not named in **Section 6.5(A)**, or to extend bereavement under **6.5(A) or (B)** beyond the days provided in the contract for bereavement leave, may use up to two (2) days of annual leave or sick leave each year to extend bereavement leave without using any personal leave days.

6.6 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 Employer.

6.7 Unpaid Leaves

(A) Discretionary Leaves

1. Upon request, the Executive 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, s/he 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

1. Parenthood leave - see **Section 6.8**
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 (1) 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 **Section 6.7 (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, s/he 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 Executive Director may delay the proposed starting date of the leave for up to three (3) months, based only on staffing problems which the Executive 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 **Section 6.7(B)(3)**. The Executive Director may waive the provisions of the preceding sentence. For purposes of this paragraph, Parenthood Leave shall be excluded.

- (f)
 - 1. If the Employer has 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 **Section 6.7(B)(3)**.
 - 2. If the Employer has 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.

6.8 Parenthood and Maternity Disability

- (A) Maternity disability shall be treated the same as all other disability for purposes of leave and benefit provisions.
- (B) Upon 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) weeks' 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. S/he may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave. Employees with one (1) year of tenure shall be entitled to 40 paid days of parental leave, plus use of 20 sick days and accrued annual leave time with five (5) months' health insurance benefits provided. Employees on parenting leave will accrue sick and annual leave time for 28 annual leave days and 18 sick days used for parenting leave, but will not continue to accrue for other sick and annual leave days used for parenting leave. Any sick or annual leave days applied to a parenthood leave must be used consecutively. For the length of the employee's parental leave, employer has the right to temporarily reassign staff or assign cases to do the work of the employee on leave.
- (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, s/he 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 Executive 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.

6.9 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 12 months while on a discretionary leave, for all benefits relating 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 (2) occasions shall be terminated, except upon waiver of this provision by the Executive Director. To obtain this waiver, the employee's immediate Supervisor must submit a written recommendation to the Executive Director within 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 employee's immediate Supervisor decides not to request a waiver, s/he shall so advise the Executive Director in writing.

7.2 Layoffs

(A) Generally

Layoffs shall only be implemented for good faith economic or business related reasons. Should the Employer determine to implement layoffs, the following shall apply:

1. Layoffs shall be implemented within classification. The Executive 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 **paragraph (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 **paragraph (b)** below. After these two groups of employees are wholly exhausted, layoffs shall be made from among the employees with less than eight (8) years of service in the classification, their order of selection to be determined as provided in **paragraph (b)** 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 Executive 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 Executive Director when considering the entire seniority group of employees in the classification shall consider affirmative action and may vary from seniority order either
 - i. because of an affirmative action considerations; 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 12-month period and may not be used for more than two languages per 12-month period.
 - iii. because of other unique skills or knowledge of substantive law needed for a particular position as reflected by an explicit requirement of a contract or grant from a funder that cannot in good faith be modified, such as a fellowship. A variance from seniority under this provision may not be applied to more than one person per 12-month period; however, exceptions for any Skadden, Equal Justice Works, OSI/Community Justice, or other similarly structured competitive fellowships not unique to Employer will not count toward the maximum. Nothing in this provision should be interpreted to suggest that layoffs can be done by seniority within a unit, project or practice group rather than seniority within a

classification.

2. In the event the Union seeks to arbitrate a layoff out of inverse seniority order, the issue for the Arbitrator shall be:
Was there a "significant difference" between the relevant employees which satisfies the contract requirement in order for there to be a layoff out of inverse seniority order? Any such arbitration shall utilize the expedited grievance procedure under **Section 8.2(B)** without the stay provision.
3. A supervisory, managerial or other non-bargaining unit employee who returns to a bargaining unit position, after successfully bidding for a posted position, shall be granted full credit only for the length of service s/he had previously accrued in any bargaining unit positions held immediately prior to becoming a manager.
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, shall be provided with 25 days' notice of the employee's layoff. Said notice shall state the nature of the economic or business related reason for the layoff. At least 25 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. 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.
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 s/he has the option of "bumping" a Staff Secretary 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. Classification seniority shall be defined as an employee's entire period or periods of active employment in the classification. Classification seniority shall include 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.

10. Employees retained after a layoff may be assigned to a different unit, project or practice group 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 ensure 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 10 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 of 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 Paragraphs 7.2(B)(3) and 7.2(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
Five Years and Over:	Five 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
Eleven or more Years of Employment:	Twelve Months of Health Care

A laid off employee who is receiving the continued health care coverage should make a good faith effort to notify the Employer if s/he receives alternative coverage from a new employer. However, the employee will not be liable if such notification is not given.

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.

(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.

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 Executive Director whether s/he 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 job vacancy posted by Employer 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 a vacant position in the same classification shall carry his/her own salary rate and seniority into such position.
4. A laid off employee who successfully bids for a vacant position in another classification shall be paid the rate applicable to such other classification, assuming the same number of years of seniority as s/he had in the prior classification.

(F) Financial Disclosure

MFY 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, the Union shall be given financial reports for MFY, 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 s/he desires, may choose to discuss the matter with the employee's immediate managerial supervisor (which may include a Director of Operations, Supervising Attorney, Deputy Director or Executive Director), within five (5) 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 Deputy Director. The grievance shall state the nature of the claim, the contract provision if any, or any other basis listed in **Section 8.0** 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 Deputy Director 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 Executive Director. This step must be taken within five (5) business days of the receipt of the Step 2 decision or if the employee opts to forgo Step 2, within ten (10) business days of when the employee knows or should have known of the alleged dispute. 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. If applicable, a copy of the writing referred to in this step must be given to the Deputy Director or supervisor whose decision is being appealed. The Executive Director shall respond within five (5) business days of submission of the grievance. If the Executive Director is the immediate supervisor, then the employee shall begin at Step 3 after which they can proceed to Step 2 and then Step 4.

- Step 4.** If the grievance is not adjusted at Step 3, the Union may submit the dispute to arbitration, in writing, within twenty (20) business days of the receipt of the prior Step decision.
- (B) At Steps 2 and 3, 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. If neither the grievant nor the Union representative appears at the hearing without good cause, it 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, s/he 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 **Section 11.3**. Should the employee's grievance be sustained, then the remedy is expungement.

8.2 Exceptions to Usual Grievance Handling Procedure

- (A) **Job Classification/Salary Scale**
A grievance respecting assignment of duties outside job classification or concerning salary scale shall be initiated no later than one hundred twenty (120) days after the employee shall become aware of the claimed violation.
- (B) **Termination/Suspensions**
In grievances arising out of discharges or suspensions, the following steps must be followed in lieu of the above:
- Step 1.** The Executive 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 Executive Director must respond in writing within three (3) business days of the hearing.
- Step 2.** If the grievance is not adjusted at Step 1, 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 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 stay, the employee and the Union shall have no obligation to proceed to the next step. Upon employee or Union demand, filed with the Executive Director, respectively, after s/he has failed to meet a time requirement, s/he must render a decision within 48 hours (two full business days) or the discharge or suspension shall be deemed rescinded.

(C) Union or Employer Grievance

Step 1. A Union grievance against the Employer and an Employer grievance against the Union shall be filed in writing with the Executive 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.

Step 2. If the grievance is not adjusted, the Executive Director or Union President may submit the grievance 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) business days of the filing of the grievance, and arbitration may be invoked two (2) business days after the grievance is filed. Expedited arbitration will be available as established in **Section 8.2(B)** of this Article.

(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:

Step 1. The parties shall immediately undertake such bargaining process. If the bargaining is not satisfactorily resolved 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 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.

Step 2. If the Union is not satisfied with the reasonableness of the decision or lack of good faith bargaining, it may submit the reasonableness of the Employer's decision or lack of good faith bargaining to binding arbitration within ten (10) business days of bargaining impasse. 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 thirty (30) days of the execution of this Agreement, the Employer and the Union shall designate jointly a panel of five (5) arbitrators from which the arbitrator to hear a grievance pursuant to this section shall be chosen.

(E) Caseload Grievance

The following procedure shall govern any caseload grievance:

Step 1. Upon the filing of a written grievance, the grievant's immediate supervisor must, within five (5) business 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 supervisor meet, the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) business days. Thereafter, the supervisor shall have three (3) business days in which to render a written decision. If the grievant's immediate supervisor does not schedule a case review within five (5) business days, or a written decision is not rendered within three (3) business 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 s/he can competently handle, the grievant's caseload shall be reduced to a level that s/he can competently handle.

Step 2. If the grievance is not adjusted at Step 1, then the grievance, in writing, must be filed with the Executive Director within five (5) business 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 supervisor whose decision is being appealed. The Executive Director must schedule a case review within five (5) business days of receipt of the grievance. Only upon agreement by both parties, may this five (5) day period be extended. Once the grievant and the Executive Director meet, the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) business days. Thereafter, the Executive Director shall have three (3) business days in which to render a written decision. If the Executive Director does not schedule a case review within five (5) business days or a written decision is not rendered within three (3) business 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

s/he can competently handle, the grievant's caseload shall be reduced to a level that s/he 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) business days of the Step 2 decision. 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 any managerial person. Filing at a higher step for purposes of timeliness shall not cause the appropriate first step to be skipped. If the supervisor is unavailable to conduct the hearing, there shall be a stay of the action being grieved.
- (E) The Executive Director shall appoint a designee to accept delivery of a grievance in his/her absence. If the Executive Director and his/her designee are unavailable, the time limit for the filing at that step shall be tolled until s/he is available. Such tolling 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 **Section 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.

- (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 (24) 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 and Expunged

An employee who has received a disciplinary warning notice shall have such notice expunged from his/her file, if, after eighteen (18) 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 Executive 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, s/he 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 (2) 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 **Section 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, s/he 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, s/he may only return at the Executive 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 MFY, as Employer, maintains personnel records on employees containing fiscal information and administrative information necessary for fiscal reasons, and 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 **Section 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 Employer as a current or past employer is impliedly consenting to Employer'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 Employer'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 Employer, 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 Employer, government agencies involved with the regulation or supervision of the Employer 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.

12.0 TRAINING

12.1 Employer Obligations

The Employer recognizes appropriate training for all staff members as a fundamental element of its responsibilities.

12.2 Union Obligations

The Union recognizes appropriate training as a fundamental element of employee working conditions. All employees have the obligation to participate as fully and completely, as they are able and as the Employer requests and/or authorizes, in appropriate training events administered or utilized by the Employer.

12.3 Development of Training

The Labor-Management Committee created by **Section 1.5** of the collective bargaining agreement shall consider and investigate the following:

- (A) Provision of CLE and other trainings in-house and outside of Employer;
- (B) Collaboration with the UAW Education Fund, the Union, and other foreign language training providers to provide in-house and/or off-site language training relevant to legal services work;
- (C) Obtaining funds for training from any source;
- (D) All other topics related to the training needs of the employees and Employer.

12.4 Orientation and Training

(A) All Employees

- 1. The Employees shall receive regular training and supervision by the Employer.
- 2. Within one month of the date of hire, an orientation program concerning the history of legal services, health insurance and other benefits, the Employer Policies, administrative procedures, substantive and administrative resources and the training program will be provided. Where several new employees have joined during the month, some of the new employees' orientation may take place in the second month. Representatives of the Union will be permitted to meet with new hires and volunteers for ten (10) minutes during MFY's regularly scheduled new employee or new volunteer orientations that include non-supervisory hires.
- 3. At least once during the probationary period the Executive Director and/or

Employee's immediate supervisor 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.

4. The Employer shall offer an annual diversity/anti-oppression training for staff (bargaining unit and management) that addresses issues of racism, sexism, ableism, LGBTQ and/or other types of discrimination and oppression in the workplace. The training should be given by an outside provider and the Union shall participate in selecting the training. The cost of the training will be capped at \$1,000 annually.

(B) All Casehandling Staff

1. 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.
2. Attorneys, Law Graduates, and Legal Workers shall receive regular and continued training and supervision by the Employer which shall include, but not be limited to, training in relevant substantive areas of law, case maintenance, interview and advocacy skills, representation at administrative hearings or court, community outreach, education and organizing.

(C) Non Casehandling Staff

Legal Workers who are not casehandlers shall receive continued training and supervision by the Employer as needed for the provision of better service or to develop additional skills to allow for job advancement.

12.5 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.

12.6 Language Training

Language training in those languages relevant to legal services work shall be provided at the introductory level and for intermediate and advanced conversational course. Appropriate foreign language classes offered through the UAW Education Fund satisfy the Employer's obligation to provide language training. Employees shall be granted release time of up to 2 hours per week for a total of twelve (12) weeks per year for language training sessions occurring outside of regular work hours (*i.e.*, not between the hours of 9:00 a.m. and 5:00 p.m., Monday-Friday). Such release time shall be taken within the same work week as it is accrued.

12.7 Training Sessions

(A) Permission and Reimbursement for Sessions

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 an employee's skills so as to allow for job advancement or the provision of better services.

(B) Release/Compensatory Time

Employees who attend training sessions during regular work hours (*i.e.*, between 9:00 a.m. and 5:00 p.m., Monday through Friday) shall be granted release time.

Employees shall also be granted release time for any event or meeting attended on behalf of Employer and at the behest of the Employer, occurring outside of regular work hours (*i.e.*, between (9:00 a.m. and 5 p.m., Monday through Friday). Employees who choose to attend or participate in such activities occurring outside of regular work hours, but are not authorized to do so by the Employer, will not be granted compensatory time. Any compensatory time earned, but not taken, within one (1) month of the date on which it accrued, shall be forfeited, provided, however, if the request to take compensatory time is denied, the time available to use compensatory time will be extended for an additional thirty (30) days from the date of denial.

Employees will be granted compensatory time for travel to and from such work activities with the following qualifications: compensatory time will begin to accrue after the first hour of travel and will be granted at half of the time traveled thereafter. Any compensatory time earned for travel, but not taken, within two (2) weeks of the date on which it is accrued, shall be forfeited, provided, however, if the request to take compensatory time for travel is denied, the time available to use compensatory time for travel will be extended for an additional two (2) weeks from the date of denial.

12.8 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 statements created during the probationary period.

- (C) All employees who are responsible for case-handling 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.

12.9 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 for 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 **Section 8.2** without the stay provision.

13.0 OFFICE CONDITIONS

13.1 Compliance with Codes

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.

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, 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 three (3) hours after the Employer has been given notice, or if the office temperature exceeds 90 degrees for at least three (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 casehandling 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 Labor-Management Committee created by Section 1.5 of the collective bargaining agreement shall consider matters relating to occupational safety and health.

- (A) 1. The Employer will provide training to staff to promote a safe, nonviolent atmosphere in the offices. Trainers will include outside professional experts.
- 2. The issues considered by the Labor-Management 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 Labor-Management 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 Labor-Management 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 MFY.
- (E) The Employer recognizes that ergonomically safe equipment can reduce occupational injury. The Employer will make best efforts when purchasing new equipment to obtain ergonomically safe equipment.

13.5 Breaks

The Employer will use its best efforts to provide Administrative Assistants 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 an employee 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 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 Employer may request appropriate documentation. The Employer will not unreasonably deny requested accommodations.
- (F) 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.

- (G) 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 a domestic violence situation:
 - 1. to take up to ten (10) days of annual leave without prior notice to the Employer
 - 2. to request unpaid leave of up to six (6) months, which request the Employer shall not unreasonably deny. The Employer may request appropriate documentation.
- (H) 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 Paragraphs E and F above.
- (I) 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.
- (J) 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
 - 1. may ask for appropriate documentation;
 - 2. shall refer the employee for appropriate assistance; and
 - 3. 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 throughout Employer.

14.2 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, s/he 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 Administrative Assistant. When it becomes necessary to fill in for the Administrative Assistant, and no suitable replacement can be found, any available employee may be requested to fill-in for the Administrative Assistant.

- (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 **Section 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. Employees who are asked to provide oral or written interpretation services will receive training that includes a component on legal terminology. Noncasehandling staff will rotate translation and interpretation responsibilities.
- (I) Future hires for, or promotions to, the Social Worker with M.S.W. job title shall require a Masters in Social Work (M.S.W.). This title shall be a Legal Worker Classification 5.

14.3 Specific Job Descriptions

(A) Administrative Assistant [Class III Legal Worker]

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

1. Operating switchboard;
2. Taking messages and transmitting them appropriately;
3. Greeting prospective clients and visitors and determining whether they can be helped;
4. Referring people who cannot be helped by MFY to an appropriate provider [walk-ins and phone callers] and logging in referrals;
5. Determining which employees are in the office;
6. Sorting and distributing mail;
7. Filing;
8. Word processing and typing;
9. Copying;
10. Entering data to open and close files for eligible clients;
11. Maintaining file records of all applicants for services;
12. Distributing faxes;
13. Sending faxes;
14. Maintaining logs of visitors, referrals, UPS, etc.;
15. Taking inventory of supplies and preparing lists of items needed; stocking items;
16. Scanning, sending, and tracking electronic documents;
17. Occasional backup messenger duties;
18. Running queries and preparing reports from the case management system;
19. Preparing mass mailings (copying, stuffing, posting, etc.);
20. Maintaining various lists, including mailing lists, using spreadsheet and database software;
21. Entering and retrieving information from organizational databases and running queries;
22. Keeping supply of fact sheets available to clients;
23. Conducting intake interviews on the phone and in person;
24. Assembling legal documents;
25. Gathering organizational data (*e.g.*, pro bono hours, trainings);
26. Preparing mailings using mail merge;
27. Preparing spreadsheets and charts;
28. Conducting Internet research;
29. Ordering supplies once approved;
30. Logging in use of cell phones, cameras and other equipment by casehandlers.
31. Administrative Assistants who hold process server license are responsible for all or some of the following tasks:
 - a) Serving process on attorneys, parties and witnesses
 - b) Preparing affidavits or service
 - c) Obtaining a license (to be paid by Employer) to act as a Process Server
 - d) Knowing and complying with all laws and regulations pertaining to service of process and renewing said license

- e) Knowing how to do, and doing all necessary tasks to obtain index and docket numbers, tracing index numbers, filing pleadings and other papers
- f) Obtaining decisions and orders on motions or other applications in all courts appeared in by office casehandlers
- g) Messenger duties.

(B) 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 Employer the time sheets submitted by staff members;
5. Distributing to staff members the accumulated annual leave and sick leave information from Employer;
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 assigning it to the Staff Secretary or Switchboard Operator/Receptionist to sort, distribute, collect, label, stamp and post;
12. Taking the minutes of meetings of the Board of Directors if the individual is Executive Secretary to the Executive Director.

(C) 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.

(D) 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.

(E) Process Server [Class III Legal Worker]

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

1. Serving process on attorneys, parties and witnesses
2. Preparing affidavits of service
3. Obtaining a license (to be paid by Employer) to act as a Process Server
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 casehandlers
7. Messenger duties

(F) 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.

(G) Senior Social Worker [Class IV Legal Worker, or Class V with M.S.W.]

The Senior Social Worker is responsible for some or all of the following tasks:

1. Any or all of the duties of the Social Worker;
2. Development of casework programs in new areas;
3. Services to and liaison with community groups;
4. Organization of programs and education of community agencies;
5. Development of new programs in the area of community services.

(H) Social Worker [Class IV Legal Worker, or Class V with M.S.W.]

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

1. Counseling and referral services to clients with social problems that relate to their legal problems;
2. Advocacy services to clients to obtain rights and entitlements and to prevent intervention;
3. Social evaluation which may include home visits;
4. Participation in programs to provide information and training to community groups and agencies.

(I) 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 personnel of Employer 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.

(J) 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 Rules of Professional Conduct, and nothing in this job description shall be construed so as to allow the Employer to cause the Staff Attorney to violate the Rules of Professional Conduct.

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

(K) 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 Casehandler assigned to them is unable to;
3. Making copies of documents that the Staff Secretary types, or that are necessary to the Casehandler 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.

(L) 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 casehandlers except Social Worker with M.S.W.

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

Staff Attorneys and Legal Services Assistants 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 Preferences

An employee who applies for another job within the bargaining unit shall be interviewed during the seven-day 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 and Diversity

(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.

(B) Diversity Committee

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 Labor-Management Committee shall meet quarterly or more frequently as determined by the Labor-Management Committee to address matters of mutual concern with regard to diversity, hiring and retention of women and minority employees and make such recommendations, as it deems appropriate. The Labor-Management Committee shall report to the Executive Director.

- (C) 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. 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 MFY Legal Services, Inc. (MFY) 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. MFY will not condone sexual harassment by or against any employee or client. Examples of the verbal or physical conduct which may violate MFY policy include, but are not limited to:

1. Physical contact;
2. 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;
3. Direct propositions of a sexual nature;
4. Subtle pressure for sexual activities;

If you believe that an MFY 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 subparagraph (A), the Employer shall have the following obligations under this contract:
1. The Board of Directors shall appoint a committee and the chair thereof to investigate allegations of sexual harassment, at least two (2) members of which shall be women and two (2) members of which shall be men;
 2. Employer'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 committee member accused of sexual harassment shall be suspended from the panel pending investigation of the allegations and the Board promptly shall make an interim appointment in place of such suspended committee member;
 4. Workshops on sexual harassment shall be made available for all staff at least once a year. In addition, members of the committee shall be given adequate training regarding sexual harassment, decisional standards used in such cases, as well as Employer'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 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 **subparagraphs (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 Employer 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 Employer 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.
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, s/he shall submit an alternative plan to the Executive Director and if s/he 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, copying costs, telephone, transportation, process serving costs, and supper money, subject to the following restrictions:

1. The Executive 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, copying 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 plus parking and toll charges;
3. Out-of-town travel and parking must always be approved by the Executive Director 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 (5) 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;
6. The Employer shall reimburse employees for cabfare 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 cabfare 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 cabfare 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-casehandling 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. The Employer 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 Executive Director or his/her designee.

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 Executive Director. No cash may be accepted.

17.5 Staff Participation; Intake and Hiring

The Employer will provide staff with an opportunity to review resumes of applicants to be interviewed, to meet with interviewees, and have input into decisions on hiring for bargaining unit and non-bargaining unit positions. All staff who participate in hiring will abide by the Employer's nondiscrimination policy. The Employer will provide all interviewees with a written statement that the Employer is a unionized workplace.

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 Policies Distribution

Employer shall give a copy of the contract to all employees. A copy of the Policies 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 the Executive Director as follows:

Attorneys: Four (4) weeks

Legal Workers: 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 shall publicize to the staff the availability of jobs within the bargaining unit in all offices of the Employer at least seven (7) calendar days before hiring any person to fill such jobs. The seven (7) 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 seven (7) 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

During the seven (7) calendar days of this period, the Employer may circulate the announcement externally but shall not interview any person who is not a member of the bargaining unit. Following expiration of the seven (7) calendar days of this period, the Employer shall interview any member of the bargaining unit who applies internally for any such new position before the Employer interviews any external candidate. This obligation of the Employer to provide internal candidates interview primacy shall be dependent upon an internal candidate's willingness to make himself or herself reasonably available to be interviewed. Notice posted 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 seven (7) 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 announcements will expire after six (6) months.

(E) The Diversity Committee shall be convened to survey current shop members on a voluntary basis to see how they came to the positions they currently hold. The Committee will investigate best practices for the recruitment and retention of diverse staff. The Committee will conclude this work and examine how employees learn about jobs at MFY to determine the most successful practices to promote diversity and will report its findings by September 2015.

17.10 Flexible Scheduling (Flex-place)

(A) Employee Certification

It shall be presumptively acceptable for an employee to work on a defined project or projects at an alternative appropriate site upon the employee's certification that:

1. The Project(s) can be done more or as effectively at that site; and
2. This will not prevent the employee from performing a full day's work; and
3. This will not prevent the employee from performing other tasks essential for the day.

Employee requests for Flex Place must be made prior to performing any work at an alternate location.

(B) Rebuttable Presumption

The presumption of acceptability under this provision may be rebutted if the Employer demonstrates that there is nevertheless a reasonable business reason for denying the request. It shall be presumptively reasonable to deny a request for more than two (2) days of flex-place scheduling in the same calendar month.

(C) Documentation

Within a reasonable time upon returning to the office, the employee will document to his or her supervisor the work s/he completed during the day worked at the alternative site.

(D) Conflicts

Any request for flex-place scheduling that conflicts with scheduled court dates, intake and/or other regularly scheduled appointments or meetings shall be presumptively unreasonable.

18.0 SALARIES AND WAGES

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 **Section 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 or its predecessor. 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 **Section 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 **Section 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 for Master of Social Work shall be based on the number of years since the award or receipt of a Masters of Social Work degree.

18.3 Advance One Step per Year on First Day of Month of Hire

Every employee shall be credited with an additional year of service, effective on the first of the month of their hire, and shall have their annual salary increased accordingly.

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

Legal workers will be hired at the Step 1 scale for their job classification, except that management may give up to three (3) additional steps to hire individuals whose special skills or experience warrant such variation from the standard entry rates.

Any legal worker who leaves the program and is subsequently rehired in the same or similar job classification shall be given full credit for their prior years of service with the Employer.

(C) Law Graduates

Law graduates shall remain at the Law Graduate salary rate until admitted to the bar. Upon admission, s/he shall be paid in accordance with the applicable attorney salary schedule, based on **Section 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. The Employer will provide percentage increases to the steps for Class III and Class IV employees of 1% in steps 1-5, and .75% in step 6 and above, which will be added to the steps before applying the percentage increases described here. Schedule I shall be effective January 1, 2015 through December 31, 2015 and shall provide for a 2.75% increase. Schedule II shall be effective January 1, 2016 through December 31, 2016 and shall provide for a 2.5% increase. Schedule III shall be effective January 1, 2017 through December 31, 2017 and shall provide for a 2.25% increase. The "step" increases shall, as set forth in Section 18.3, be effective annually on the first day of the month of an employee's hire, subject to paragraph (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 December 31, 2017, 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) In the event that the expectation referred to in subparagraph (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.
- (3) Every effort will be made by the Employer to file grant and/or contract paperwork in a timely fashion.

(C) Senior Staff Increase

In any contract year in which an employee would not be eligible for a step, that employee will receive a 2% salary increase that is not added into the base salary on the date that the employee would have been eligible for a step increase if s/he were still on the step scale.

The Employer will pay an additional appreciation bonus of \$3000 (pro-rated for part-time employees) to each employee with thirty (30) or more years of employment with Employer to be paid as salary, not added to the base, in each year of the contract.

SALARY SCALE A - ATTORNEYS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2012- 12/31/2012)</i>	<i>Schedule II (1/1/2013- 12/31/2013)</i>	<i>Schedule III (1/1/2014- 12/31/2014)</i>
0	1	58,159.67	59,468.26	60,806.30
1	2	60,527.59	61,889.46	63,281.97
2	3	62,735.38	64,146.93	65,590.24
3	4	66,883.64	68,388.52	69,927.26
4	5	69,514.13	71,078.200	72,677.46
5	6	71,345.33	72,950.60	74,591.99
6	7	73,379.94	75,030.99	76,719.19
7	8	75,091.72	76,781.28	78,508.86
8	9	76,581.36	78,304.44	80,066.29
9	10	78,458.82	80,224.15	82,029.19
10	11	80,475.75	82,286.46	84,137.90
11	12	82,146.14	83,994.43	85,884.30
12	13	83,982.62	85,872.23	87,804.36
13	14	85,817.18	87,748.06	89,722.39
14	15	87,433.51	89,400.76	91,412.28
15	16	88,851.08	90,850.23	92,894.36
16	17	90,268.71	92,299.76	94,376.50
17	18	91,674.00	93,736.66	95,845.74
18	19	93,073.68	95,167.83	97,309.11
19	20	94,461.04	96,586.42	98,759.61
20-23	21	99,068.24	101,297.27	103,576.46
25+	25	101,239.53	103,517.42	105,846.57

SALARY SCALE B – LAW GRADUATES

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2012- 12/31/2012)</i>	<i>Schedule II (1/1/2013- 12/31/2013)</i>	<i>Schedule III (1/1/2014- 12/31/2014)</i>
any number	N/A	46,069.76	47,106.33	48,166.22

SALARY SCALE C – CLASS V LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2012- 12/31/2012)</i>	<i>Schedule II (1/1/2013- 12/31/2013)</i>	<i>Schedule III (1/1/2014- 12/31/2014)</i>
0	1	49,539.53	50,654.17	51,793.89
1	2	51,792.24	52,957.57	54,149.11
2	3	54,036.07	55,251.88	56,495.05
3	4	56,269.80	57,535.87	58,830.43
4	5	58,490.05	59,806.07	61,151.71
5	6	60,700.23	62,065.99	63,462.47
6	7	62,896.95	64,312.13	65,759.15
7	8	64,698.98	66,154.71	67,643.19
8	9	66,483.76	67,979.64	69,509.18
9	10	68,293.00	69,829.59	71,400.76
10	11	70,033.23	71,608.98	73,220.18
11	12	71,792.26	73,407.59	75,059.26
12	13	73,544.21	75,198.95	76,890.93
13	14	75,286.81	76,980.77	78,712.83
14	15	77,016.73	78,749.61	80,521.48
15	16	78,360.11	80,123.21	81,925.98
16	17	79,694.90	81,488.03	83,321.51
17	18	81,021.10	82,844.08	84,708.07
18	19	82,337.63	84,190.23	86,084.51
19	20	83,854.18	85,740.90	87,670.07
20-23	21	88,404.92	90,394.03	92,427.90
25+	25	90,539.32	92,576.45	94,659.42

SALARY SCALE D – CLASS IV LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2012- 12/31/2012)</i>	<i>Schedule II (1/1/2013- 12/31/2013)</i>	<i>Schedule III (1/1/2014- 12/31/2014)</i>
0	1	41,826.42	42,767.51	43,729.78
1	2	43,038.86	44,007.23	44,997.39
2	3	44,248.59	45,244.18	46,262.17
3	4	45,054.90	46,068.63	47,105.18
4	5	45,855.77	46,887.53	47,942.50
5	6	46,653.50	47,703.21	48,776.53
6	7	47,446.94	48,514.49	49,606.07
7	8	48,232.67	49,317.90	50,427.55
8	9	49,019.77	50,122.72	51,250.48
9	10	49,800.31	50,920.82	52,066.54
10	11	50,343.53	51,476.26	52,634.48
11	12	50,882.45	52,027.31	53,197.92
12	13	51,421.56	52,578.54	53,761.56
13	14	51,954.12	53,123.09	54,318.36
14	15	52,484.65	53,665.55	54,873.03
15	16	53,011.99	54,204.76	55,424.37
16	17	53,537.27	54,741.86	55,973.55
17	18	54,058.27	55,274.58	56,518.26
18	19	54,576.09	55,804.05	57,059.64
19	20	55,089.63	56,329.15	57,596.55
20-23	21	56,888.70	58,168.70	59,477.49
25+	25	58,067.81	59,374.33	60,710.25

SALARY SCALE E – CLASS III LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2012- 12/31/2012)</i>	<i>Schedule II (1/1/2013- 12/31/2013)</i>	<i>Schedule III (1/1/2014- 12/31/2014)</i>
0	1	40,286.39	41,192.84	42,119.68
1	2	41,515.48	42,449.58	43,404.69
2	3	42,485.32	43,441.24	44,418.67
3	4	43,556.88	43,536.91	45,538.99
4	5	44,361.93	45,360.08	46,380.68
5	6	45,162.71	46,178.87	47,217.90
6	7	45,960.36	46,994.47	48,051.85
7	8	46,756.01	47,808.02	48,883.70
8	9	47,541.71	48,611.39	49,705.15
9	10	48,323.14	49,410.41	50,522.14
10	11	48,864.47	49,963.92	51,088.11
11	12	49,397.04	50,508.47	51,644.91
12	13	49,931.01	51,054.46	52,203.18
13	14	50,457.38	51,592.67	52,753.50
14	15	50,983.99	52,131.13	53,304.08
15	16	51,504.15	52,662.99	53,847.91
16	17	52,022.33	53,192.84	54,389.67
17	18	52,539.62	53,721.76	54,930.50
18	19	53,053.80	54,247.51	55,468.08
19	20	53,561.55	54,766.69	55,998.94
20-23	21	55,333.85	56,578.86	57,851.88
25+	25	56,579.46	57,852.50	59,154.18

SALARY SCALE F - LAW STUDENTS

Law Students shall be paid the New York State, City, or Federal minimum wage, whatever is highest.

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, s/he 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 subparagraph 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 Executive 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 Executive 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.

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.

(B) Administrative Assistants with Process Serving Licenses

Any Administrative Assistants who obtain or maintain process serving licenses shall receive a salary differential of \$1,000 per year. Any Administrative Assistant who obtains a process serving license during the calendar year shall be eligible for this differential on a pro rata basis.

18.8 Paycheck Distribution

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

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 **Section 1.1**.

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 D-3**) 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 hac vice to the practice of law in the State of New York, pursuant to the rules of the Courts of Appeals.

19.6 Business Day

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

19.7 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.

19.8 "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.

19.9 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.

19.10 Term of This Agreement

This agreement shall be effective as of and retroactive to January 1, 2015, except as otherwise provided herein, and shall terminate on December 31, 2017. It shall bind the signatories hereto, and the present and future Programs, Divisions or Projects of the Employer, as determined by this contract, their successors and assigns, pursuant to

applicable law.

19.11 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.

19.12 Article Headings

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

IN WITNESS WHEREOF, the parties have signed this Agreement.

JEANETTE ZELHOF
Executive Director
MFY Legal Services, Inc.

AMY HAMMERSMITH
President
Legal Services Staff Association,
NOLSW, International Union UAW,
Local 2320, AFL-CIO

GORDON DEANE
President
National Organization of Legal
Services Workers, International
Union UAW, Local 2320, AFL-CIO

APPENDIX A: MFY SEXUAL HARASSMENT POLICY

Introduction

This policy statement describes sexual harassment policies and procedures that apply to all employees, temporary workers, volunteers, clients of MFY Legal Services (“MFY”) and all people seeking employment, volunteer opportunities, or assistance at MFY. The policies described below are in addition to, and will not be interpreted in a manner to conflict with, any rights an employee may have pursuant to the provisions of the collective bargaining agreement in effect between the Legal Services Staff Association and MFY. Although this policy statement is not exhaustive, it is intended to assist in understanding MFY’s policy prohibiting sexual harassment.

MFY is dedicated to creating a work environment that is free of discrimination, intimidation and harassment. In keeping with this commitment, MFY prohibits sexual harassment. MFY believes that it is necessary to affirmatively address this subject, express its strong disapproval of sexual harassment, and emphasize the right of any affected person to raise the issue of sexual harassment with management.

While MFY is dedicated to the fulfillment of the objectives and policies described in this policy statement, this policy statement is neither a contract of employment nor a legal document and should not be interpreted as a guarantee of employment for any specific period of time. Employment at MFY is governed by the terms of the collective bargaining agreement.

Definitions (for the purposes of this policy only)

Employee—for the purposes of this policy, “employee” shall mean anyone for whom MFY is required to issue an IRS form W-2.

Temporary Worker—for the purposes of this policy, “temporary worker” shall mean anyone performing work at MFY through the auspices of a temporary employment agency.

Volunteer—for the purposes of this policy, “volunteer” shall mean anyone working at MFY in a voluntary, uncompensated capacity.

Coverage

Everyone who works for or volunteers at MFY is required to refrain from sexually harassing behavior.

All employees, temporary workers, volunteers, clients, and all people seeking employment, volunteer opportunities, or assistance at MFY have a right to be free from sexual harassment.

Proscribed Behavior

Sexual harassment may include unwelcome sexual advances, touching, requests for sexual favors, or any other verbal or physical conduct of a sexual nature which has the effect of

unreasonably interfering with an employee's or volunteer's work performance, which creates an intimidating or hostile work environment, or which creates the reality or the impression that receipt of assistance or the quality of assistance available from MFY is dependent upon accepting or tolerating such behavior. Sexually suggestive verbal or physical conduct of any kind, even conduct which is intended as teasing or joking, is inappropriate in the workplace and work-related settings, and will not be tolerated. No employee, temporary worker, volunteer, applicant for employment, client or applicant for services should be expected to endure insulting, degrading or exploitative treatment on the basis of his or her gender. Therefore, no employee, temporary worker, or volunteer may engage in sexually harassing behaviors, including but not limited to:

threatening or insinuating, either explicitly or implicitly, that another employee, temporary worker, or volunteer's refusal to submit to sexual advances will adversely affect the employee, temporary worker or volunteer's employment or volunteer position, evaluations, wages, advancement, duties or any other condition of employment or any other condition related to a volunteer position;

threatening or insinuating, either explicitly or implicitly, that a client or potential client's refusal to submit to sexual advances will adversely affect the services he or she receives from MFY;

engaging in verbal abuse of a sexual nature;

using sexually degrading or graphic words; or

displaying sexually suggestive objects or pictures in the workplace.

MFY will not tolerate sexual harassment whether engaged in by management, supervisors, staff, temporary workers, or volunteers. All employees, temporary workers, and volunteers are expected to be sensitive to the issues of discrimination and harassment and to conduct themselves in a manner consistent with the spirit and intent of this policy

Complaint Procedure and Protection against Retaliation

Any person who wants to lodge a complaint regarding sexual harassment should contact orally or in writing any member of MFY's management team or any member of the MFY Board Discrimination and Harassment Committee. The members of this committee and their contact information are listed on Attachment A to this policy.

If a complaint accuses anyone other than the Executive Director of sexual harassment, any MFY manager or board member receiving a complaint of sexual harassment should promptly notify the Executive Director.

If a complaint alleges that the Executive Director has engaged in sexual harassment, then the Deputy Director shall be informed of the complaint in lieu of the Executive Director and shall have the same responsibilities in investigating the complaint as the Executive Director would have were the Executive Director not the subject of the complaint.

Failure by a manager to promptly inform the Executive Director or the Deputy Director, if the accused is the Executive Director, of sexual harassment complaint may result in corrective action.

Upon receipt of a complaint of sexual harassment, the Executive Director shall inform the Board Discrimination and Harassment Committee and shall designate him or herself or another member of MFY's management to investigate the complaint.

MFY will not tolerate any retaliation against or intimidation of the complaining party or anyone who participates in the investigation of a complaint of sexual harassment.

Investigation

The Executive Director or his or her designee will conduct prompt, thorough and discrete investigations of all complaints of sexual harassment and fair consideration will be given to all the facts presented. The complainant and the accused may have a representative of his or her choice present during the investigative process.

The investigator shall interview the complainant, the accused and all relevant witnesses. The names of the complainant and the accused will be shared with others during the investigation only to the extent necessary to advance the investigation. At the request of the complainant, an investigation will be undertaken in which the complainant's name will not be shared with witnesses and/or the accused. However, no corrective action beyond informal counseling will result from an investigation in which the name of the complainant is withheld from witnesses and the accused. When a complainant requests that an investigation be undertaken without sharing his or her name with witnesses and/or the accused, the complainant shall be informed that withholding the complainant's identity from witnesses and/or the accused may impede the effectiveness of the investigation and will limit the corrective action available if the complaint is determined to be founded.

The outcome of any investigation will be reported to the Executive Director, if conducted by the Executive Director's designee, and to the Board Committee on Discrimination and Harassment.

Corrective Action and Discipline

If an investigation reveals that the complaint is founded, appropriate and expedient corrective action reasonably calculated to end the harassment will be taken.

Depending on the severity of the harassment, appropriate corrective action will be taken, up to and including termination. Corrective action may include informal counseling, written reprimands, mandatory formal counseling, continued monitoring of the offender's behavior, unpaid suspension, denial of pay increases, demotion or termination of employment or assignment. If the complainant has requested and received anonymity during the investigation, no corrective action beyond informal counseling shall be taken.

All corrective actions taken will be periodically reviewed to assess their effectiveness.

A complaining party who knowingly makes a false allegation of sexual harassment will be subject to appropriate discipline, including any of the corrective actions set forth in the preceding paragraph up to and including termination.

Record Keeping

Records of all complaints and investigations regarding sexual harassment shall be maintained by MFY for three years or for any longer time which may be required by law in the event a governmental complaint or lawsuit is filed in relation to the complaint.

Training

MFY shall train all new staff and volunteers regarding this policy. The policy will also be reviewed with all staff at least once a year.

APPENDIX B

LSSA AUTHORIZATION FOR CHECK-OFF

To: MFY Legal Services, Inc.

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. _____

EMPLOYER _____

APPENDIX C

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

To: MFY Legal Services, Inc.

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 MFY Legal Services, Inc., 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, the 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#** _____

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, _____, am employed by MFY Legal Services, 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 _____, 20____.

NOTARY PUBLIC

Appendix D-2

Affidavit of Separation

State of New York)
County of _____)ss.:

_____, being duly sworn, deposes and says:

1. I, _____, am employed by MFY Legal Services, Inc.
2. On the _____ day of _____ 19____, I submitted an Affidavit of Commitment to MFY Legal Services, 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 _____, 20____.

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, _____, am employed by MFY Legal Services, 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
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NOTARY PUBLIC

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