

**LEGAL SERVICES STAFF ASSOCIATION & MOBILIZATION FOR JUSTICE  
PROPOSED AMENDMENTS TO THE CBA**

**Section 4.1 Overtime/Compensatory Time Generally**

*First paragraph becomes subparagraph (A) Non-Exempt Employees, and otherwise remains the same. Add new paragraph:*

**(B) Exempt Employees**

It is understood that employees who are not eligible for overtime may work extended hours. In light of this, consideration will be given to requests for adjustment of hours in a work day.

**Section 5.1(A) Health Care Coverage**

*Replace Section (A)(2)(vii) to read:*

**(vii) Partial Reimbursement of Medical Expenses as Described Above:**

The employer will partially reimburse medical expenses as described above after an employee submits a paper claim for reimbursement to the employer. These claims shall be supported by documentation as set forth on the chart shown in Appendix E. The employer will designate a manager (and a backup manager) to receive paper claims and who are authorized to review and evaluate the claim and to request additional documentation if necessary. If the claim for reimbursement is approved, the reimbursement request will be submitted to employer's fiscal department for payment. The medical documentation substantiating the claim shall be filed in a locked cabinet or electronic equivalent under the control of the employer, and employer shall maintain in confidence the documents and the information therein and shall instruct anyone who has access to such information to similarly maintain confidentiality. Absent good cause, claims for reimbursement shall be submitted within 90 days of incurring the medical cost or receiving the Explanation of Benefits (EOB), whichever is later.

Certain reimbursement requests are dependent upon employer receiving an EOB that includes a summary of deductible and out of pocket expenses for the plan year. Should there come a time that the Oxford Insurance Company no longer provides an EOB or similar form with information sufficient to process a claim for reimbursement, the employer shall meet with the union to determine alternate forms of claim substantiation.

*Add section 5.1(A)(3) as follows (and renumber life insurance and LTD as 5.1(A)(4)):*

**3. Vision Coverage**

The employer offers the VSP/Full Feature-Choice B vision plan offered by Guardian Life Insurance Company of America at no cost to the employee.

- 2. If an employee has used all accumulated sick and annual leave, additional sick leave days may be obtained as follows:

**Section 9.1 Discharge or Suspension**

*Amend preamble as follows:*

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 (excluding gross misconduct) without having received at least one prior unsatisfactory evaluation or having received one written warning notice that specifies the inadequate job performance. The employer then shall engage in an interactive process to identify specific steps to address the job performance problems identified in the aforementioned unsatisfactory evaluation and/or written warning. The employee shall then have a period, appropriate to the performance issue that is at least two months to correct the problem(s) identified in the warning and/or evaluation. An evaluation intended to serve as a warning shall expressly so provide.

**Section 10.4 Discharge During Probation**

*Amend section 10.4(A)(1) as follows.*

- 1. A probationary employee may be discharged at any time during the probationary period. Where the employer identifies inadequate job performance (excluding gross misconduct) which might lead the employer to seek to extend probation or discharge the probationary employee, the employer shall give the probationary employee written notice as soon as possible that these deficiencies can result in extension of probation or discharge, and shall engage in an interactive process to remediate the problem with the probationary employee. The discharge shall be grievable through the Executive Director level but not 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.

shall not be

**Section 17.2 Expense Reimbursement**

*Add section (A)(7).*

- 7. Employees shall submit requests for reimbursement of non-medical expenses no later than the end of the calendar month following the employee's incurring those expenses and no more frequently than once per month, unless the employee has incurred over \$75 in which case the employee may submit more than one request.

pertaining to health insurance and medical reimbursement. Notice of any proposed significant changes in the health insurance plan will be provided to the joint union-management health insurance committee. The committee shall meet at the call of either the Union members or the Employer members at times agreeable to both parties.

*-- END --*

# Appendix E

## KEY INFORMATION NEEDED TO PROCESS MEDICAL REIMBURSEMENTS IN-HOUSE (As of 12-4-17)

### IN-NETWORK SERVICES (receipt required in all categories to show payment has been made)

SERVICE CATEGORY	INFORMATION NEEDED	CAN REDACT
<b>Prescription Reimbursements</b> <i>In rare instances it may be necessary for employee to call Oxford to determine if amount charged is being applied to deductible or if medication is not covered.</i>	Receipt from pharmacy with: Name of insured Amount of Charge Date of service	Doctor's name & address RX number Name of drug
<b>Doctor Visit Co-Pays</b>	Receipt from doctor with: Name of Insured Amount of Co-Pay Date of service	Doctor's name & address* Description of service, if any <i>*If provider only gives a little receipt from a receipt book, receipt must include doctor's name &amp; address and indicate "copay".</i>
<b>Urgent Care Center &amp; Mental Health Outpatient</b>	Receipt/bill from doctor with: Name of insured Amount of Co-Pay Date of service	Doctor's name & address* Description of service, if any <i>*If provider only gives a little receipt from a receipt book, receipt must include doctor's name &amp; address and indicate "copay".</i>
<b>Emergency Room</b> <i>Receipt must indicate an ER co-pay. If it does not, submit with the EOB.</i>	Receipt/bill from ER with: Name of insured Amount of Co-Pay Date of service	Hospital name & address Description of service, if any
<b>In- and Out-Patient Services, X-ray, Radiology, Rehab, Ambulance, Home Health Care, Skilled Nursing, Durable Medical Equipment and any other services subject to in-network deductible or co-insurance</b>	Receipt/bill from provider with: Name of insured Amount of Co-Pay Date of service  AND: Oxford EOB including page with summary of deductible & out of pocket expenses for plan year**	Provider's name & address Provider ID Description of Service, if any Diagnosis code

### OUT-OF-NETWORK SERVICES (receipt required in all categories to show payment has been made)

SERVICE CATEGORY	INFORMATION NEEDED	CAN REDACT
<b>Emergency Room</b> <i>Emergency room charges are always paid in-network and not subject to deductibles.</i>	Receipt/bill from ER with: Name of insured Amount of Co-Pay Date of service	Hospital name & address Description of service, if any
<b>All Other Services</b>	Receipt from provider with: Name of insured Amount of Co-Pay Date of service  AND: Oxford EOB including page with summary of deductible & out of pocket expenses for plan year**	Provider's name & address Provider ID Description of Service, if any Diagnosis code

\*\* All services listed in this chart that are subject to an in- or out-of-network deductible and/or coinsurance require an EOB. The EOB shows the exact amount that is allocated to the deductible and coinsurance. Doctors' bills sometimes misidentify charges (e.g. listing an amount as a copayment that is actually the deductible, etc.). The doctor's bill/receipt may also include items that Oxford does not cover. An example would be a dermatologist bill that includes fee for exam, treatment for a condition, but also removal of a mole. The mole removal would be considered by Oxford to be cosmetic, would not be covered and therefore would not qualify for reimbursement.

SCALE D (Class IV/Paralegal)			Salary Schedule
Years of Service	Steps		
0	1		\$ 47,091.91
1	2		\$ 48,975.59
2	3		\$ 50,841.56
3	4		\$ 53,393.80
4	5		\$ 55,278.60
5	6		\$ 56,655.04
6	7		\$ 58,043.09
7	8		\$ 59,441.93
8	9		\$ 60,856.65
9	10		\$ 62,280.69
10	11		\$ 63,426.66
11	12		\$ 64,581.02
12	13		\$ 65,749.94
13	14		\$ 66,926.86
14	15		\$ 68,111.47
15	16		\$ 69,303.42
16	17		\$ 70,509.30
17	18		\$ 71,722.06
18	19		\$ 72,948.50
19	20		\$ 74,181.33
20-23	21		\$ 77,163.42
25+	25		\$ 79,339.43

SCALE E (Class III/Support Staff)			Salary Schedule
Years of Service	Steps		
0	1		\$ 45,358.02
1	2		\$ 47,240.38
2	3		\$ 48,959.93
3	4		\$ 51,417.72
4	5		\$ 53,217.34
5	6		\$ 54,579.70
6	7		\$ 55,889.61
7	8		\$ 57,342.74
8	9		\$ 58,736.17
9	10		\$ 60,139.96
10	11		\$ 61,264.58
11	12		\$ 62,391.85
12	13		\$ 63,533.62
13	14		\$ 64,677.23
14	15		\$ 65,834.95
15	16		\$ 67,000.23
16	17		\$ 68,179.43
17	18		\$ 69,365.75
18	19		\$ 70,565.78
19	20		\$ 71,772.46
20-23	21		\$ 74,686.42
25+	25		\$ 76,927.01