

**Tentative Contract Agreement
July 1, 2017 – June 30, 2020**

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

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

1.5(A) 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. The term “workers” includes but is not limited to fellows receiving stipends from law schools.

3.5 Other Individuals Not on Payroll NEW SECTION

Non-management, non-bargaining unit individuals who are doing bargaining unit work at LSNYC for more than 21 hours per week but are not on payroll may do such work for no more than one year.

4.1 ~~Overtime/Compensatory Time~~ Payment for Time Beyond 35 Hours Per Week

(A) Non-Exempt Employees

(1) This section shall apply to employees eligible for overtime who work in excess of thirty-five (35) hours per week from Monday to Friday. ~~shall be entitled to compensatory time off at the rate of one and one half (1 ½) hours off for each hour of overtime worked beyond thirty five (35) hours.~~

(2) All leave time taken will be paid at straight-time pay.

(3) Actual hours worked up to 40 hours will paid at straight-time pay.

(4) Actual hours worked over 40 hours will be paid at time and one-half as required by ~~per the requirements of law.~~

(B) Exempt Employees

It is understood that employees exempt from paid ~~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. When a work assignment can only be done outside regular business hours, it will be assigned whenever possible on a voluntary basis. Employees who do not volunteer shall not be subject to discipline or retaliation.

~~(B) — Accumulation~~

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

(C) Remaining Compensatory Time Prior Approval

(1) No compensatory time will accrue after (fill in date of the ratification of the contract). For time accrued prior to (fill in date of the ratification of the contract), people may either be paid a lump sum for their accrued compensatory time or they may use the time within one year following the ratification of this agreement. At the end of the one year period or upon separation, LSNYC will pay out any remaining compensatory time. For the purpose of scheduling time off, compensatory time shall be deemed the same as annual leave and subject to the same terms as provided in § 6.2 (A). ~~Compensatory time should be taken within twelve (12) months of the date it is accrued, but the time to take compensatory time can, for good cause, be extended for an additional six (6) months. Compensatory time must be taken before vacation time.~~

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

~~(D) — Accumulation Not to Be Sold~~

~~No employee may be paid for accumulated compensatory time.~~

~~(E) — Accumulation at Termination~~

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

(DF) Not for Lunch Hour

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

4.2 Overtime; Prior Approval

Prior approval ~~to~~ for work which results in payment beyond an employee's base 35-hour regular pay overtime must be obtained from the employee's Project Director or ~~Managing Attorney~~ Supervisor or a person authorized by them to grant such prior approval. Such approval

shall not be unreasonably withheld. On occasion, LSNYC recognizes that an employee may be unable to secure advance supervisor approval ~~of comp time~~. Under those circumstances the employee may use their professional judgment to determine if ~~comp time~~ overtime is necessary and earn up to two and one half (2.5) hours of overtime per pay period without prior approval. The employee shall notify their immediate supervisor and Project Director as soon as possible of the need to ~~accrue comp time~~ work beyond 35 hours by cell phone or email. Non-exempt employees shall not be required to involuntarily shift or modify their regular schedule in a way that undermines the employee's eligibility for overtime pay (payment for time beyond 35 hours).

4.5 Holidays

Re-designate the second Monday in October from "Columbus Day" to "Indigenous People's Day."

5.1 Insurance Coverage

NEW SUBSECTIONS

5.1(A)(8) Employee Assistance Program

LSNYC will establish an Employee Assistance Program (EAP) through Cigna which all employees may use, regardless of that employee's health insurance provider. The EAP is intended as a resource; LSNYC shall not mandate that any employee use the EAP as a condition of continued employment.

5.1(A)(9) Vision Coverage

Vision coverage: LSNYC offers the VSP-Base Plan for vision coverage. Employees may elect to cover themselves, spouse, and/or children. The employer and the employee will each be responsible for 50% of the premium.

5.3 Educational Loan Reimbursement

LSNYC shall establish a fund of ~~\$88,000~~ \$200,000 per year to assist bargaining unit members with educational debt (i.e. law school, social work school, undergraduate, graduate, paralegal certificate, etc.) related to their job function ~~union attorneys with law school debt, and union social workers with graduate school of social work debt~~. Benefits provided under this fund will be determined based on household income and assets in the fund and will be contingent upon fulfillment of term-of-employment obligations that will be determined. LSNYC will establish a Union-Management Committee to make recommendations for an appropriate mechanism for administration of this fund. The parties agree that the ~~\$88,000~~ \$200,000 provided for loan forgiveness will be distributed by September 1st in each calendar year based on eligibility

during the prior calendar year. The plan shall distribute available funds based on the level of indebtedness and family income and in accordance with the plan adopted by the LSNYC board.

5.7(B) Retirement Payment

Employees with 25 or more total years of service in the program, who give two months' notice of intent to retire, shall be provided the equivalent of ~~8%~~ 16% of annual salary, or ~~\$8,000~~ \$16,000, whichever is greater, at date of termination. The payment shall not exceed \$20,000.

5.8 Infertility Treatment

LSNYC will self-insure infertility treatments up to an annual maximum of \$25,000 and a lifetime maximum of \$50,000 per person.

5.9 Financial Assistance for Adoption and Surrogacy **NEW SECTION**

LSNYC will provide financial assistance for adoption or surrogacy up to an annual maximum of \$12,500 and a lifetime maximum of \$25,000 per bargaining unit member. The annual maximum for all bargaining unit members is \$75,000 per year. LSNYC-provided financial assistance may be used to cover public or private agency fees, court costs and legal fees; it may also include but is not limited to foreign adoption fees, medical costs, temporary foster case charges, transportation costs, pregnancy costs for a birth mother, egg donor, or surrogate, egg storage fees, insurance fees, and counseling fees associated with placement and transition. Written documentation to substantiate the expense must be submitted in order to receive reimbursement.

6.4 Sick Leave

- (A) 1.** Annual sick leave shall be taken only for an employee's mental or physical illness ~~personal illness~~ or when needed to care for a child (of an employee, spouse, or domestic partner), spouse, domestic partner or parent (of an employee, spouse, or domestic partner), sibling, grandchild/parent or a family member who has a serious health condition, or safety issues resulting in the need for "safe time" in accordance with the Earned Sick and Safe Time Act (when the employee or family member has been the victim of a family offense matter, sexual assault, stalking, or, human trafficking). An employee shall be entitled to use sick leave for absence from work due to such employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care or care of a family member

who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventative medical care.

2. For the purposes of this policy, a “Family member” will be defined as “any other individual related by blood to the employee; and any other individual whose close association with the employee is the equivalent of a family relationship.”
 3. 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)~~ **Paragraph (A)(1)** above ~~of this section~~ shall count against the twelve (12) week leave described in this paragraph.
 4. Any medically necessary leave taken pursuant to ~~Paragraph (A)(3)~~ **Paragraph (A)(3)** 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.
 5. Some employees may be simultaneously eligible for sick time under this CBA as well as New York State paid family leave (PFL) benefits under 12 NYCRR § 380 in order to care for a family member with a serious health condition. These employees may choose in what combination and order they take these benefits. An employee may, but is not required to, choose to use accrued sick time under this CBA for some or all of the period of PFL. During this time, the employee shall retain all of his or her rights under the New York PFL law. The Employer reserves the right to seek reimbursement for any period in which an employee substitutes accrued leave to receive full salary. Nothing in this CBA waives any employee rights or employer responsibilities under any city, state, or federal law, including but not limited to the New York City Earned Sick Time Act, the New York State Disability benefits law and paid family leave benefit law, and the federal Family and Medical Leave Act.
 6. In the event that the employee applies for FMLA leave, the evaluation of the FMLA request will be performed by a person who does not have supervisory or disciplinary power over the employee. The employer will not discriminate or retaliate against an employee for having exercised or attempted to exercise any FMLA right. Nothing in this provision shall limit an employee’s rights under law or ability to pursue an appropriate remedy through mechanisms other than grievance and arbitration.
- (B)** An employee is entitled to eighteen (18) sick and safe time days annually, which shall accrue at one and one-half (1 1/2) days per month.

- (C) Either the Executive Director of LSNYC, or the Project Director, HR Director, Benefits Administrator, Director of Administration, or up to two designees of the Project Director, trained for this purpose, ~~or the Managing Attorney~~ may request documentation of an illness or qualifying need for safe time.
- (D) Employees will receive reports of the amount of accrued sick leave as of December and June.
- (E) Sick/safe leave is cumulative.
- (F) Upon separation, an employee shall forfeit all accumulated sick/safe leave, except as provided in § 6.3(E) above.
- (G)
1. An employee who is unable to work because of illness or disability and who has no remaining accumulated sick/safe 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/safe leave (and annual leave if he/she chooses to use it), additional sick/safe leave days may be obtained as follows:
 - (a) If the employee has been employed for two (2) full years or more, the employer will allow the employee to accumulate a negative balance of up to (10) ten days upon request.
 - (b) If the employee has been employed for less than two (2) years, a negative balance may be accumulated in the discretion of the Project Director or the Executive Director.
 - (c) If the employee already has a negative balance of ten (10) days pursuant to § 6.4(G)(2)(a) above, no additional sick/safe leave days may be taken unless approved in the discretion of the Project Director or the Executive Director.
 - (d) All requests and discretionary approvals of accumulation of a negative balance shall be confirmed in writing, by the employee and the Employer, and emailed to the LSNYC fiscal department.
 - (e) All accumulations of negative balances shall be reduced by application of all sick/safe leave subsequently accumulated by the employee until the negative balance is extinguished. Any outstanding negative balances at the time of termination shall be recouped from the last payroll check, or if necessary from the last two paychecks.
- (H) Unless a definite duration of his/her absence has been established or unless other arrangements have been made with the Project Director or supervisor ~~Managing Attorney~~ regarding the absence, an employee absent due to illness/safety reasons shall call in each day of his/her absence.

- (I) An employee who is unable to work due to illness or ~~other~~ disability and receives sick or annual leave pay for more than five (5) consecutive days shall prepare and submit a claim for short-term disability benefits for the benefit of the Employer.
- (J) The employer shall provide continued medical coverage for employees who suffer from a catastrophic illness or injury and who have exhausted all accrued sick, annual and FMLA leave. The standard for eligibility shall be that the employee is unable to work and earn money because of a serious health condition that incapacitates or is expected to incapacitate the employee for an indefinite period of time or result in death, as demonstrated by medical documentation. All requests for coverage under this provision shall be considered on a case-by-case basis. The employer may have applicants examined by a physician chosen by the employer. Coverage provided under this provision may not be taken intermittently. The maximum period of coverage shall be 3 months.

(K) Uses of Safety Leave

If an employee or family member has been the victim of a family offense matter, sexual offense, stalking or human trafficking, the employee can use safe time to do any of the following:

1. Obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program
2. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking or human trafficking;
3. Meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding, including but not limited to matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, or discrimination in employment, housing or consumer credit;
4. File a complaint or domestic incident report with law enforcement;
5. Meet with a district attorney's office;
6. Enroll children in a new school;
7. Take other actions necessary to maintain, improve or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

6.9 Parenthood and Maternity Disability and Leave

(B) Upon thirty (30) days notice, when it is foreseeable (or as soon as practicable when 30 days notice is not practicable), of intent, and upon three (3) weeks' notice of the specific proposed starting date, an employee, ~~male or female~~, regardless of their gender, shall be entitled to a leave of absence of up to twelve (12) months for a new child of said employee, commencing within a year of the child's birth or placement, and as necessary prior to the birth or placement of the child. She or he may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave, to be taken as full or half days. She or he will also be entitled to one additional month of health insurance coverage above the coverage required under the Family Medical Leave Act.

(C) Parenthood leave shall be available to parents of newborn or newly adopted children, or children newly placed through foster care or newly established in loco parentis relationships. Parenthood leave shall also be available to the employee whose domestic partner is the biological or adoptive parent of the child.

(F) LSNYC shall provide ~~six (6) weeks~~ paid parental leave as follows: ~~after 1 year of service. LSNYC shall provide ten (10) weeks paid parental leave after 3 years of service.~~

<u>Length of employment</u>	<u>2018</u>	<u>2019</u>	<u>2020 & thereafter</u>
<u>6 months</u>	<u>8 weeks</u>	<u>10 weeks</u>	<u>10 weeks</u>
<u>3 years</u>	<u>12 weeks</u>	<u>13 weeks</u>	<u>14 weeks</u>

Such leave may be taken in full or half days and shall run concurrently with FMLA leave and with the leave of absence described in Section 6.9 (B). It is understood that LSNYC may seek reimbursement from New York State's Paid Family Leave (PFL) benefits for parental leave LSNYC has paid an employee.

12.1 Training: Employer Obligations

The Employer recognizes appropriate training for all staff members as a fundamental element of its responsibilities. Such training will be developed in conjunction with the Labor-Management Committee and administered by the Employer during the term of this arrangement. Such training will include, but not be limited to, participation in training events run by the Legal Services Corporation to the extent permitted by the Corporation, participation in training events offered by other organizations if the Employer reasonably deems such training appropriate, and participation in training events administered by the Employer, including initial orientation, city-wide training programs, and local office training programs, and local office training and supervision as described in the following provisions. The Employer shall design professional development training tracks for employees at all levels and job titles.

12.5(C) Training: Social Workers, MSWs

Add: In light of the fact that licensed MSWs are required to complete 36 hours of formal continuing education during each licensing period, the Employer shall provide or pay for the trainings necessary to allow those staff to fulfill their post-graduate licensing requirements. The Employer may, in their discretion, approve any New York State Education Department approved trainings in New York City. The Employer shall not deny a request that is necessary to allow staff to fulfill their postgraduate licensing requirements if the sole reason for the denial is that it is outside their practice area.

12.9 Supervision and Evaluation

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 over the previous 12 months at the time and whether it is satisfactory. This statement shall be placed in the personnel file. This obligation cannot be satisfied with the earlier statement mentioned in 12.4. The Employer shall post copies of the evaluation form template on the intranet and distribute them to staff when they are hired and if the evaluation forms are changed.

13.8 NEW SECTION

All lactating parents shall have access to break time, a room with a locking door, and access to a sink and refrigerator.

14.3 JOB DESCRIPTIONS GENERALLY NEW SUBSECTIONS

(J) It is understood that LSNYC social workers should not be relied on to provide mental health supportive services to colleagues.

(K) It is normally expected that Legal Server intake and associated data entry, including uploading of retainers, citizenship attestations, and other such documents, is done by intake officers, intake paralegals, and hotline paralegals. It is not expected that non-intake staff will be assigned intake duties on a regular basis. This does not apply to offsite intake. It is understood that in some circumstances case handlers may collect information on paper. In those situations, the case handler may provide the information later to intake staff for entry into Legal Server.

14.4 Job Titles

Specialist 14.4(Z)

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, nor will they be responsible for evaluation or discipline of any other staff. In addition to the other responsibilities of his/her job category, a Specialist is responsible for some or all of the following tasks: 1. Serving as a resource in the specialty area to other LSNYC personnel and client and community groups; 2. Assisting the Employer in all facets of training and regular updates in the specialty area; 3. Participating as a consultant and/or co-counsel on major litigation in the specialty area; 4. Preparing resource materials in the specialty area. It is understood that a Specialist will be permitted a reduced caseload and intake duties to allow for the performance of the above tasks.

Changes to Accountant Titles:

The following accountant job titles shall be renamed throughout the CBA and re-alphabetized in 14.4, as follows:

- Job title “Staff Accountant I” shall be changed to “Grant Accountant I”
- Job title “Staff Accountant II” shall be changed to “Grant Accountant II”
- Job title “Senior Accountant – Accountant III” shall be changed to “Lead Accountant”

New Job Titles:

A new job title known as “Grant Accountant III” shall be created on salary scale C with the following job description, reflecting the job responsibilities of current staff members Doris Lam and Sandra Rigaud:

Grant Accountant III

The Grant Accountant III duties and responsibilities are as follows:

- 1 Coordinating contract and grant status through LSNYC contract management personnel; Working closely with Accounting to review funded salary allocations, outstanding contracts receivables, inconsistent expense coding, and potential cross-funding;
- 2 Working with the Director of Budgets and Grant Accounting to develop budgets for each office on LSNYC-wide contracts (excel spreadsheet);
- 3 Emailing to field offices to obtain their verification/confirmation for the incoming year of their respective contract budgets; making necessary changes;
- 4 Entering and maintaining in accounting software the budgets and FTEs for assigned contracts/grants;
- 5 Ensuring consistent application of GAAP accounting standards, as well as LSNYC’s financial policies;
- 6 Assisting in LSNYC’s monthly and annual close;
- 7 Preparing year-end accrual journal entries as necessary, i.e. health insurance, accrued taxes, salaries, etc.;
- 8 Meeting with government contract auditors and providing required information;

- 9 Reviewing accounts payable invoices for proper authorization and expense coding;
- 10 Assisting in annual audit schedules and financial statement preparation;
- 11 Assisting in the preparation of monthly analytical budget vs. actual reports using accounting software, for management and constituent offices;
- 12 Updating budgets of LSNYC-wide contracts; entering into accounting software approved budgets; submitting vouchers, recording journal entries, providing grant budget variance reports, responding to contract audits, and close-out contracts;
- 13 Providing assistance to Grant Accountant II as needed.

Current staff member Ejaz Hyder is in job category "Lead Accountant." Current staff members Doris Lam and Sandra Rigaud are in job category "Grant Accountant III."

15.2 Advancement to "Senior" Position (replace to read):

All staff shall automatically receive the designation of "senior" in front of their job title after three (3) years' experience in that job title. There shall be no rostering to receive the "senior" designation or for Staff Attorneys to move to the Senior Staff Attorney job title. The "senior" designation shall not carry with it a wage differential.

16.3(D) & 17.10(D) Job Postings

Move 16.3(D) to 17.10(D) and consolidate as follows:

Job postings shall be provided to the Union President concurrent with the job posting being sent to the Central Vacancy Committee, and at least three business days before the posting is posted. A job posting does not constitute notice of a change in job descriptions under 14.3(G). Job announcements will expire after six months.

16.5 Reasonable Accommodations NEW SECTION

The Employer is committed to offering a reasonable accommodation for any employee's physical or mental disability. Upon learning of such a disability, or upon the request of any employee for an accommodation, the Employer agrees to meet with the employee and union to discuss a reasonable accommodation and to engage in an interactive process to craft an accommodation that meets the employee and employer's needs. The evaluation of the underlying medical condition will be performed by a person who does not have supervisory or disciplinary power over the employee. The reasonable accommodation, but not information about the underlying medical condition, shall be conveyed to those with supervisory and disciplinary power over the employee. No employee should be subject to discipline or retaliation for bringing a disability to the attention of management or requesting an accommodation of any kind. Nothing in this provision shall limit an employee's right to request accommodation, to be accommodated under the ADA or New York City and State Human Rights

Laws, or to pursue an appropriate remedy through mechanisms other than grievance and arbitration.

17.3(A) Expense Reimbursement

4. Supper money up to will be \$13 \$15 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, \$13 \$15 supper money will be available if the employee worked outside of ~~his/her~~ their 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. In the event of a lost receipt, employees may submit an affidavit rather than a receipt to be reimbursed for supper money.

6. The Employer shall reimburse employees for cab fare home from the office or any employment-related activity if they live within the City of New York, or, if, if they live outside the City, the employee shall be reimbursed for cab fare to the commuter rail or bus station within New York City and home from their suburban rail or bus station. The employee will make reasonable efforts to give the Employer notice of the need for cab fare under this section. If prior notice is not possible, employee should inform the Employer as soon as practicable. Cab fare will be reimbursed under the following conditions:

a. During the week, when the employee works until at least 9:00 pm, or until 8:30 pm if they are leaving from an off-site location. When staff have a particular safety concern, transportation reimbursement before 8:30 pm or 9:00 pm may be approved on a case-by-case basis.

b. On weekends, if the employee has particular safety concerns, or if traveling by public transportation is unduly difficult or time-consuming, or in the evening after 9pm or 8:30pm if the employee is leaving from an off-site location.

c. Further, the The Employer shall not place any other restrictions on an employee from using car or cab services under the conditions described in paragraphs (a) and (b) above. to go home when the employee works until at least 9:00 pm, or until 8:30 pm if they are leaving from an off-site location. LSNYC shall contract with a cab or car service company in each borough within three months of the signing of the 2017-2020 CBA in order to ensure that staff are not required to front payment for cab fare.

(B) ~~Non-case handling~~ Non-exempt employees who have childcare or eldercare expenses and who work overtime with the approval of their supervisor, or exempt employees who are assigned to perform any work (or work that arises on an emergency basis) that results in additional childcare or eldercare costs on evenings and weekends shall be reimbursed for childcare or eldercare at the set rate of \$5 actual cost of up to \$15 an hour. Employees shall provide documentation of actual paid expenses in the form of a letter, receipt, or other similar documentation. It is understood that the childcare or eldercare provider may include friends or family members.

Amend 18.4(B) Increases During Steps 21, ~~and 25,~~ and 30

An employee shall reach Step 21, ~~or Step 25,~~ or Step 30 in the same manner as any other steps, on the first day of the quarter including the anniversary of her/his beginning work. Any increase in salary attributable to arriving at Step 21, ~~or Step 25,~~ or Step 30 shall be implemented effective that date (hereinafter the step date). Beginning on the first July 1 falling after the step date, and continuing until the employee arrives at the following step, an employee on Step 21, ~~or Step 25,~~ or Step 30 shall receive pay including the greater of \$1,000 or 1.5% of the base salary set forth in the appropriate salary scale and corresponding to the job title, step, and calendar year in question. This additional pay will not be considered as changing the employee's base salary.

18.5 Salary Modifications for This Contract Term

The parties agree to a three-year contract for the period of July 1, 2017 through June 30, 2020.

A new Step 35 shall be created at a salary rate equal to the salary rate at Step 30 plus 3.2%.

Effective retroactive to July 1, 2017, the salary scales shall be increased by 3%.

Effective July 1, 2018, all salary scales shall be increased by 2%.

Effective July 1, 2019, all salary scales shall be increased by 2%.

In addition, staff on salary scales G, H, H1, I, and J shall receive a one-time payment of \$1,000 in the first paycheck after ratification of this contract.

18.6(B) Legal Worker Salary After Promotion

(B) Calculating Increase for Promoted Legal Workers

The salary for any legal worker who is promoted to a different legal worker job classification shall be calculated using one of the two following methods, whichever is higher ~~in the following manner:~~

- (1) The employee shall be placed on the appropriate step for their new job title based on their years of experience, as described in 18.3(B); or
- (2) 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. The employee shall then be placed on the applicable schedule for his or her new job classification at the next step greater than or equal to the figure obtained ~~in 18.6(B)(1) above.~~

This change to 18.6(B) applies to people who have been promoted on or after 7/1/17.

18.7 Salary Differentials

(A) Specialist/Coordinator Differential

The Project Director may within his/her sole discretion create, fill, refill, eliminate, or discontinue one position of Specialist ~~in each of the following areas of legal services work per program~~ for each unit, practice area, or administrative department in their project. Project Directors also have the discretion to create more than one position of Specialist in each unit, practice area or department as follows: programs up to 50 employees may create a total of two additional Specialists, programs between 50 and 100 may create a total of four additional specialists, programs over 100 may create a total of six additional specialists. These additional specialists may be in one unit or spread across different units, practice areas and administrative departments. The number of existing specialist positions in a program shall be grandfathered in.

The categories of Specialists include but are not limited to [1.] Publicly Subsidized Housing; [2.] Private/Other Housing; [3.] SSI/SSD; [4.] Government Benefits I (including Medicare, Income Maintenance/Other Welfare, Food Stamps); [5.] Government Benefits II (including Unemployment Insurance Benefits, Veterans Benefits, Workers Compensation); [6.] Family/Juvenile; [7.] Individual Rights (including Immigration/Naturalization, Mental Health, Prisoner's Rights, Physically Disabled Rights); [8.] Employment (including Job Discrimination, Wage Claims and other Employment matters); [9.] Education; [10.] Consumer (including Bankruptcy/Debtor Relief, Collection/Repossession/ Deficiency/Garnishment, Contracts/Warranties, Credit Access, Energy, Loans/Installment Purchases, Public Utilities, Unfair Sales Practices and other Consumer/Finance matters); and [11.] Litigation Skills (including Administrative Proceedings, Trials, and Appeals); [12.] Computer systems and related equipment; and [13.] Community Outreach; [14] Payroll backup.

A Staff Attorney or Legal Worker who is promoted to Specialist shall receive a salary differential of three thousand (\$3,000) per year. ~~A legal worker who is promoted to Specialist shall receive a salary differential of two thousand (\$2,000) per year.~~ The salary level rates for the LSNYC Coordinators shall be increased by three thousand (\$3,000).

Staff who want to become a specialist should speak with their Project Director or supervisor. A decision to eliminate or discontinue a staff member's specialist position shall be made in writing with a statement of the reason(s).

Throughout CBA Gender-Neutral Language

Use of gender-specific language such as "he" or "she" in the contract shall be replaced by gender-neutral language such as "the employee."

Side Letters

2018 Supervision Training and Support Plan

In 2018, LSNYC is committed to a top-priority focus on the comprehensive enrichment of supervision throughout the organization.

- 1. Training. Senior management will develop and implement a rigorous supervisor training program that will be required for all supervisors.** Core topics will include at least the following: supervision; management; leadership; Diversity, Equity & Inclusion; cross-racial and cross-cultural communication; team building; and conflict resolution.
 - All supervisors will be required to attend annual training that addresses supervision and management skills
 - New supervisors will be required to attend additional supervision and management training during their first year as supervisors
 - Leadership training will be designed to offer all staff the opportunity to develop the skills needed to continue to advance professionally
- 2. Support and Feedback. Senior management will ramp up the mentoring of all supervisors.**
 - Senior management will be required to meet with each supervisor regularly to discuss and get feedback about performance and support needs. Feedback from supervisees will also be sought, and can be offered (anonymously if so desired), to inform these discussions.
- 3. Expectations for Supervisors and Staff. Senior management will clarify LSNYC's supervision expectations for all case handlers.**
 - LSNYC managers and staff will work together to clarify what staff should expect from supervisors in the supervision relationship
 - LSNYC managers and staff will work together to clarify what supervisors should expect from staff in the supervision relationship
- 4. Support and Feedback for New Staff. During their first year of employment, all new staff will meet at least quarterly with their supervisors to discuss and get feedback about performance and support needs.** These meetings will augment and not replace regular, ongoing supervision meetings.

Timeline:

The implementation of the 2018 Supervision Training and Support Plan will be conducted according to the following timeline:

Within 1 week of contract ratification LSNYC will disseminate the 2010 supervision standards, previously developed by LSNYC, to all staff.

By March 31st, LSNYC will develop and disseminate an executive summary that substantiates the efforts previously outlined, including formalization of plans related to:

- How supervisee feedback will be more regularly incorporated into supervisor evaluations;

- How staff at all levels in the organization will be involved in development of the Supervision Training and Support Plan;
- This executive plan shall also identify trainings currently offered by LSNYC that will be incorporated into the overall plan, as well as outline the new trainings that will need to be developed.

By June 30th LSNYC will have substantially completed the efforts outlined in section 3 of the plan, including reissuance to all staff of the 2010 standards, or any revisions thereto.

By Labor Day (September 3rd) LSNYC will have completed or begun full implementation of all aspects of the 2018 Supervision Training and Support Plan.

Task Force to Address the Quality of Work Life

We think it is critical to explore and address quality of work life concerns. In March 2018 management will convene—jointly with the union—a Quality of Work Life Task Force. The Task Force will be co-chaired by the COO and one union member appointed by the LSSA, and membership will be comprised of management and union representatives from Central and every borough, including both staff attorneys and support staff. The Task Force will be charged with identifying and recommending best practices that can help us reduce burnout and turnover and become better supported and more effective in our work. Examples include, but are not limited to:

- examining underlying reasons for turnover, transfers, and attrition
- hiring appropriate support staff
- allocating support staff appropriately across all units
- developing ways to provide better litigation support (e.g. document assembly);
- improving workload distribution and management
- minimizing the need for duplicative administrative work (e.g. for multiple, related cases for a single client)
- supporting peer to peer mentorship and guidance
- improving legal server interface with handheld devices
- acquisition and distribution of technology to improve efficiency of offsite work
- creating a process for sharing best practices between offices

The Task Force’s progress and recommendations will be distributed to all staff and discussed monthly with Senior Leadership for their review and implementation across the organization.

Health Care Committee

The Joint Labor-Management Healthcare Committee shall publicize and educate members on (1) the availability and benefits of MDLive and other such programs provided by the respective

healthcare insurers which give staff the opportunity to contact a doctor for advice telephonically on routine medical matters, as well as on (2) the availability and mechanism for reimbursement of CIGNA deductibles for in-network, out-of-network, and out-of-pocket expenses.

Flexibility in Scheduling Practice

All staff may adjust their schedules within the hours of 8am – 6pm, consistent with the nature of their work and other staffing/work needs of the office, upon consent of management. Flex schedules will be for not less than one-year periods, unless there are extenuating circumstances. This memo is not intended to change an existing scheduling agreement for any particular staff member.

Practice for Working from Home/Remotely

In general, it is expected that employees be present in the office on a daily basis in order to attend to client needs and to effectively collaborate on our work. However, we understand that there are limited situations when working from home/remotely may make more sense than coming into the office. Therefore, employees may occasionally be permitted to work from home/remotely consistent with the nature of your work.

First, obtain advance approval from your supervisor, identifying the nature of the work to be done from home;

Be available by email or by phone similarly as if you were in the office when working from home/remotely;

Account for your time in Legal Server and use appropriate leave time if you are not working a full day;

Make yourself available for emergencies that may affect your clients. This may require that you call your client, call the court, or come into the office, if possible.

If you seek to work from home as a reasonable accommodation for a qualifying disability, please contact the Benefits Administrator.

Early Commencement of Bargaining

If the conditions set forth below occur, the parties agree, at the request of the Employer, to commence collective bargaining with respect to the 2020-2023 Collective Bargaining Agreement as early as possible, but no later than four months after notification of the request to commence bargaining.

Early bargaining may be requested if either of the following occurs:

1. Health insurance premium costs (including any other charges, surcharges, taxes, or increases of any kind imposed by a provider or the U.S. government) increase by 15% or more due to external factors, such as changes to the Affordable Care Act or other market pressures; or
2. Health insurance premium costs for CIGNA (including any other charges, surcharges, taxes, or increases of any kind imposed by a provider or the U.S. government) increase by 15% or more per year over two consecutive years due to high claims.

Safety and Security Planning

Safety and security for staff and clients are a top priority for Legal Services NYC. Accordingly, in 2018 LSNYC will review current Safety and Security Plans and update or create new plans for all its offices using the following process:

1. Within three months of the ratification of this contract management in collaboration with staff will update/create draft Safety and Security Plans for all offices that are occupied. They will consider and include in the plans as necessary at least the following considerations:
 - a) security at points of entry;
 - b) possible alterations to the physical environment of the office;
 - c) one-button on-call response to crisis;
 - d) training for staff on de-escalation strategies;
 - e) appropriate responses to threats of harm by clients and visitors to themselves, staff, and others;
 - f) protocols to connect clients with mental health resources;
 - g) organizational support and resources for staff following traumatic incidents, including but not limited to interfacing with law enforcement on behalf of staff with sensitivity to history, race, class, and gender, making adjustments in work environment, and provision of mental health resources;
2. Upon completion of the draft plans management will circulate them to all staff at the relevant office for input.
3. Final plans will be adopted no later than six months after ratification of this contract.
4. Safety and Security Plans will be reviewed and adjusted at least annually or more frequently as needed.
5. New offices that open will develop plans that will follow this procedure.
6. Final Safety and Security Plans will be posted on the LSNYC Intranet.

Appendix A

Discrimination and Harassment Policy

1. General Provisions

Legal Services NYC is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices based on any legally-protected characteristic, including but not limited to race, color, national origin, alienage or citizenship status, religion, creed, sex, gender, gender identity or expression, disability, age, any protected military or veteran status, prior record of arrest or conviction, marital or partnership status, pregnancy or pregnancy-related medical condition, genetic predisposition or carrier status, genetic information, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking. Conduct prohibited by these policies is unacceptable in the workplace and in any work-sponsored setting outside the workplace, such as during meetings, conferences, trips, and business-related social events.

This policy is intended to ensure that all employees can work in an environment free from unlawful discrimination and harassment, whether in the workplace itself or during outside work-sponsored settings. LSNYC will make every reasonable effort to ensure that its entire workforce is familiar with this policy and is aware that any complaint received will be investigated and resolved appropriately. Anti-Discrimination Trainings will be conducted annually and all employees will be required to attend. In addition, members of the Anti-Discrimination and Sexual Harassment Committee shall be given adequate training regarding diversity, equity, and inclusion principles; sexual harassment, including decisional standards used in such cases; as well as LSNYC's policy and procedures.

This policy is for the benefit of all employees and applicants for employment (including interns and volunteers), whether permanent or temporary, full or part-time, and applies to the conduct of the above-stated employees, applicants for employment, supervisors, managers, LSNYC and constituent corporation board members, and those not directly connected with LSNYC (e.g., a client, volunteer, or outside vendor). Managers and supervisors are responsible for implementing this policy and must immediately advise the Director of HR and Diversity if they become aware of possible discrimination or harassment.

The prohibitions contained in this policy extend to all work-related communications, activities, and behavior that impact LSNYC's employees, including e-mail and office or work space display of materials including, but not limited to, materials sent, received, or installed on a computer (games, screen savers, or other materials sent by e-mail, cartoons, pictures, objects, posters, etc.) that insult, degrade, or exploit others based on any characteristics protected by law.

Nothing in this policy shall be interpreted to limit a union member's right to speak with a delegate or union official about any workplace conditions, treatment, experiences, harassment, discrimination or any other matter. Nothing in this policy shall obligate a union delegate or other union official to discuss or otherwise reveal to management any information discussed by a union member in confidence.

This policy supersedes and replaces the LSNYC Sexual Harassment Policy, currently included as Appendix A in the Collective Bargaining Agreement between LSNYC and the Legal Services Staff Association. It does not supersede or amend any other provision of the CBA.

2. The Discrimination/Harassment Committee

The Committee shall be comprised of the Chief Operating Officer, Director of HR and Diversity, two Project Directors, and three Middle Managers. The Project Directors and Middle Managers will be selected by the Executive Director for staggered two-year terms, and may be reappointed, after considering recommendations from union and management staff of LSNYC, taking into account diversity and the need to have representation from all offices. No more than fifty percent of Committee members shall be individuals who self-identify as white or male. Names of Committee members must be published annually by January 15th of each year, and posted in each workplace in plain view.

Members of the Committee shall be given adequate training regarding diversity, equity, inclusion and sexual harassment in:

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

The union shall designate a member to sit in on the trainings and to participate, as described below, in Committee functions.

The Committee will meet regularly to review problems, suggest solutions and to receive ongoing training. A union member designated by the union shall be present at all committee meetings, whether general or relating to an investigation, and copied on all deliberations. In limited circumstances, when LSNYC retains private counsel for a particular case, the union designee will be excluded from some attorney/client communications in order to preserve LSNYC's attorney/client privilege.

3. Prior to Filing a Complaint

Conflict resolution with the help of a third party is often effective in stopping behavior that may make us feel uncomfortable, is offensive or is otherwise unwanted. Accordingly, employees may initially wish to speak with their union delegate, other union official, supervisor, other

manager, Project Director, or any other employee with whom they feel comfortable, before filing a complaint.

When help from a third party is sought, typically that person will meet privately with each of the persons involved, convey the perception and impact of the behavior, and attempt to develop a mutually acceptable understanding that can assure that the parties are comfortable with their future interactions.

Should a staff member choose to seek the help of a third party, that person will work with the involved persons to resolve the problem. Possible outcomes may include explicit agreements about future conduct, changes in workplace assignment, or other accommodations where appropriate. If management or the complainant is not satisfied with the thoroughness of the investigation or the resolution of the conflict, management may choose to conduct a formal investigation.

Consultation with a third party is intended to stop the behavior and to re-establish a cordial working relationship between parties. It is not intended to result in discipline, though it may.

A complainant may at any time make a formal complaint as described below or may pursue any other legal remedy they may have.

4. Immediate Intervention

Individuals who believe they are being subjected to harassing conduct, and who are comfortable doing so, may promptly advise the alleged offender that their behavior is unwelcome and request that it be discontinued. However, it is not necessary for an individual to talk directly to an alleged offender if they feel uncomfortable doing so. If for any reason an individual does not wish to confront the alleged offender directly, or if such a confrontation does not successfully end the offending behavior, the individual should discuss these matters with any union representative, supervisor or manager; with any member of the Committee, all of whom are specifically designated and trained to receive such complaints; or directly with LSNYC's Director of HR and Diversity.

If, in either the judgment of the complainant or the person receiving the complaint, the working environment of the complainant has become untenable due to behavior that violates this policy or the complainant feels in any way physically threatened, the person receiving the complaint should notify a member of the Committee who shall, in consultation with the Project Director or Director of HR and Diversity, immediately intervene to put a stop to the behavior. This may be accomplished by an immediate meeting between the Committee member, the Project Director and the respondent. At the meeting the respondent is to be orally informed of the nature of the complaint in as much detail as is currently available and that the continuation of the behavior, or retaliation in any manner for the complaint, will not be tolerated and may result in immediate discipline. The respondent shall be informed prior to the meeting that they may be accompanied in the meeting by any person of their choosing, including a representative

of the Union. The goal of immediate intervention is to ensure the safety of the complainant, and to address the allegation without prejudicing the determination before the hearing.

If the complainant feels that they cannot immediately return to work with the respondent, they will be allowed to use up to five (5) days annual leave or, if they have exhausted all annual leave, sick leave. Senior management will make any adjustment in work assignment practicable to avoid a hostile or untenable work environment for the complainant.

5. Complaint Procedure

A complainant may choose to file a complaint at any time and may do so without first consulting any third parties. A designated representative of LSNYC will investigate all complaints and reports of discrimination or harassment. Complaints need not be in writing to initiate an investigation under the procedure outlined herein. A complaint or inquiry regarding discrimination or harassment should be brought to the attention of LSNYC's Director of HR and Diversity, Project Director, or the employee's supervisor (in each case, so long as a report is made to someone other than the alleged offender). The Committee shall make all efforts to use consistent, though not necessarily identical, methods to resolve harassment throughout LSNYC for similar problems.

When a complaint is made, the Director of HR and Diversity shall within five (5) business days authorize a member of the Committee to conduct an investigation of the complaint. That Committee member must be selected on a rotating and sequential basis from the Committee, unless that is impossible due to that person's vacation or other such unavailability. The Project Director or Middle Manager of an affected office shall not be selected as investigator; similarly, if the complaint involves personnel at the central office, the investigator selected shall not be a staff member of the central office. Written notice will then be given to the complainant and respondent within five (5) business days of the complaint, which will include a summary of the factual allegations and unless unnecessary to the investigation, the name of the complainant. Investigators and Committee Participants must disclose any special relationships with the complainant or respondent, and recuse themselves when fairness requires.

The investigator shall review facts and interview involved parties and witnesses in order to provide the Committee with a record of the facts and circumstances concerning the complaint. The investigator shall incorporate into the investigation any evidence, including records and witnesses, offered or identified by the complainant. It is not the function of the Committee to investigate or inquire into behavior or conduct that is not addressed by the complaint or could not violate this policy. All witnesses and other persons interviewed by the Committee will be advised that confidentiality will be maintained to the extent allowed by law but that communications between the employee and Committee member are not legally privileged. If a witness refuses to testify, their statements shall not be used in the report nor relied on by the Committee in any way. Witnesses and all others interviewed by the Committee shall be informed that any retaliation, whether by the respondent or any other person, for participation

in this process is a violation of this policy and will be dealt with as a disciplinary matter. Persons interviewed shall be informed that they may be accompanied at the interview by any other person of their choosing, including a representative of the Union.

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

The investigation is limited to the conduct alleged or witnesses with direct knowledge of the alleged events, except that previous findings (not mere allegations) of harassment or discrimination may be reviewed. The investigator will submit an investigative report to the Director of HR and Diversity with copies to the Committee, with a copy provided to the union designee. The Committee will review the case and determine appropriate action to recommend to the Executive Director. A member of the Committee against whom a complaint is made will be suspended from the Committee pending resolution of the complaint. During the period of suspension, the Executive Director shall promptly appoint an interim Committee member in the place of the suspended Committee member.

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

Individuals who violate this policy will be subject to discipline in proportion to the violation, potentially up to and including termination of employment. When appropriate, discipline short of discharge should be used. Every effort should be made to impose discipline or other resolutions consistently throughout LSNYC. Any discipline taken under this policy against a bargaining unit member is subject to the disciplinary, grievance, and arbitration procedures in the CBA. Any bargaining unit member accused of violating this policy will be afforded union representation consistent with its duty of fair representation, and/or has the right to be represented or assisted by any other person of their choosing, including private counsel.

Report of the Committee

Within ten (10) business days of concluding their investigation, the Committee shall complete a written report of their findings, including a summary of each witness's statement, the Committee's supported conclusion as to whether the respondent has violated this policy and a recommendation as to any steps necessary to remedy the problem. The report shall address any evidence offered or identified by the complainant. A copy of the report that does not identify complainant or adverse witnesses by name will be provided to the complainant and the respondent and they will be given five (5) business days to comment on the report either orally or in writing. The report and any responses will be given to the complainant's Project Director

or Senior Manager, with a copy to the union's designee. The Project Director or Senior Manager shall render a decision within five (5) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

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

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

Written records of a complaint, the results of the investigation, and the resolution of the process, will be maintained in the personnel files of the complainant and the target of the complaint (if founded) or in the HR Office (if unfounded), in the sole discretion of the Committee. Unless a subsequent complaint against the respondent is substantiated, these records will be removed from personnel files after five years, but retained under seal by the HR Office for purposes of information if similar incidents occur.

6. What Happens After a Complaint Is Made?

(a) Cooperation

All employees, including employees who witness harassment, are encouraged to cooperate with investigations of complaints of harassment. Managers and supervisors are responsible for implementing this policy and should immediately advise the Director of HR and Diversity if they become aware of possible discrimination or harassment. The investigation may include interviews with the parties involved and, where necessary, with the individuals who may have observed the alleged conduct or may have relevant knowledge. Any reported allegations will be handled in a sensitive and discreet manner to the extent possible.

LSNYC encourages any individual with a complaint to come forward immediately so that prompt corrective action may be taken. Failure of an employee who believes they have been a victim of harassment or discrimination, or who has witnessed an ambiguous event to report such event, shall not be subject of disciplinary action by the Employer.

(b) Who Is Responsible?

The investigation of complaints is the responsibility of senior management of LSNYC acting through the Committee. The Director of HR and Diversity has the authority and responsibility to make a report to the Committee or directly to the Executive Director in the event that the Director of HR and Diversity concludes that the discrimination and harassment requires attention at that level of the organization. Timeliness in reporting an incident is important.

Prompt reporting of incidents is important so that appropriate action may be taken. However, due to the sensitivity of these problems and because of the emotional toll such misconduct may have on the individual, no fixed period has been set for reporting incidents of harassment or discrimination.

(c) Confidentiality

Confidentiality will be maintained throughout the investigatory process to protect the privacy of the persons involved. In the event the respondent grieves the final disposition of the complaint, witnesses will have to be identified and the content of their statements disclosed to the respondent. They may also be obligated to testify before the Executive Director and/or an arbitrator. In the event there is a violation of confidentiality by any member of the Committee or the union designee, that person may be removed from any future involvement in Committee processes at the sole discretion of the Director of HR and Diversity, and shall be replaced.

(d) Protection Against Retaliation

Employees will not be retaliated against in any way for good faith inquiries or complaints regarding discrimination or harassment. Retaliation against an individual who makes a good faith report of alleged harassment, discrimination, or retaliation, or who assists in providing information relevant to a claim of such discrimination or harassment, or who has refused to obey an illegal order, is a violation of this policy. Acts of retaliation should be reported immediately and the offender will be subject to disciplinary action. LSNYC and the LSSA will make all reasonable efforts to protect employees from retaliation.

(e) Responsive Action

Misconduct constituting sexual or other unlawful harassment or discrimination based on any legally-protected characteristic, including but not limited to race, color, national origin, alienage or citizenship status, religion, creed, sex, gender, gender identity or expression, disability, age, any protected military or veteran status, prior record of arrest or conviction, marital or partnership status, pregnancy or pregnancy-related medical condition, genetic predisposition or carrier status, genetic information, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking will be dealt with appropriately and in proportion to the misconduct. Responsive action may include, for example, training or referral to counseling, and/or disciplinary action such as warnings, reprimands, reassignment, temporary suspension without pay, or termination of employment.

(f) False Allegations/Good Faith Reporting

Individuals who make reports that are later found to have been intentionally false or made maliciously without regard for the truth, may be subject to disciplinary action under the CBA or LSNYC Employee Handbook. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

7. What Types of Behavior Are Covered by This Policy?

(a) Discrimination and Harassment

Discrimination or harassment based on any legally-protected characteristic, whether blatant and overt or subtle and covert, is a violation of LSNYC's policy. Such behavior can demean, abuse, intimidate, or offend others because of their legally-protected characteristics, including but not limited to race, color, national origin, alienage or citizenship status, religion, creed, sex, gender, gender identity or expression, disability, age, any protected military or veteran status, prior record of arrest or conviction, marital or partnership status, pregnancy or pregnancy-related medical condition, genetic predisposition or carrier status, genetic information, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking. Harassment can take the form of oral or written comments, signs, gestures, or other types of behavior. Whether the actions in question are verbal or nonverbal, often they are (1) directed toward an individual or group whom they insult, stereotype, or threaten, (2) designed to create or have the effect of creating an intimidating or hostile working environment, or (3) disrupt an individual's ability to pursue normal social or business activities. Examples of harassment may include, but are not limited to: the use of epithets and slurs, as well as jokes, statements, remarks, questions, or gestures that are derogatory or demeaning to an individual's or group's characteristics or that promote negative stereotyping, ridiculing or insulting behavior, threats, intimidation or hostile acts of denigrating or hostile visual displays (in hard copy or electronic medium, including text, photographs, cartoons, and drawings), written/graphic material displayed or circulated in the workplace, or any other degrading behavior.

(b) Sexual Harassment

Sexual harassment constitutes discrimination, is a violation of LSNYC's policies, and is illegal under federal, state, and local laws. For purposes of this policy, sexual harassment is defined as it is in the Equal Opportunity Commission Guidelines promulgated in 1980 as:

unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different genders. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances; subtle or overt pressure for sexual favors; sexual jokes, flirtations, innuendoes, advances or propositions; verbal abuse of a

sexual nature; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; sex-based leering, whistling, touching, pinching or assault; coerced sexual acts; suggestive, insulting or obscene comments or gestures; and display and circulation in the workplace of sexually suggestive objects or pictures, including through email. The absence of objection does not constitute or imply that the behavior is welcome, especially when there is a difference in job status between the individuals. Under EEOC Guidelines, behavior need not be explicitly "sexual" to constitute sexual harassment.

(c) Romantic Relationships

All consenting romantic and sexual relationships between an employee and their subordinate are inappropriate, must be disclosed, and will result in reassignment so that the employee is no longer directly supervised by the person with whom s/he is or was in a relationship. A supervisor shall withdraw from and shall not participate in activities or decisions involving hiring, evaluations, promotions, and discipline which reward or penalize any person with whom the supervisor has or has had a romantic and/or sexual relationship. The parties should recognize that other employees and the workplace generally may be adversely affected by such behavior.

Employees should be aware that consenting romantic and sexual relationships between employees not involving supervisors and their subordinates can also impact the office environment and work performance.

8. Grievance and Appeal

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

- (a) from the Project Director or other Senior Manager to the Executive Director;
- (b) from Executive Director to the Operations, Compliance and Personnel Committee of the LSNYC Board of Directors.

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

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

The Executive Director may accept the factual findings contained in the Committee's report unless the respondent/grievant can show, by substantial evidence, that the Committee's findings on material matters are inaccurate, incorrect, not supported by the record or beyond the scope of this policy or the investigation. The respondent shall have the right to respond to

the report, present any evidence relevant to the Committee's findings, including the testimony of witnesses at a hearing, and make legal argument relevant to either liability or the appropriateness of the discipline imposed. If the Executive Director finds that the respondent/grievant has cast sufficient doubt on material matters, the Committee must support its findings by direct evidence at a hearing.

In the event the matter is taken to arbitration it shall be LSNYC's burden to prove liability. The alleged offender shall have the right to confront adverse witnesses on material matters.

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

Final Version February 2, 2018

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED between Legal Services and the Legal Services Staff Association that the Collective Bargaining Agreement which expired June 30, 2017 is renewed and extended through June 30, 2020 except as modified herein.

The terms hereof are subject to ratification and shall be recommended for ratification by the members of the union bargaining committee to the members of the union.

Agreed to this 2nd day of February, 2018

Legal Services NYC

By: _____
Raun Rasmussen, Executive Director

Legal Services Staff Association, NOLSW, UAW Local 2320

By: _____
Sonja Shield, President

National Organization of Legal Services Workers, UAW Local 2320

By: _____
Gordon Deane, President