2021 Legal Services Staff Association Demands on Legal Services NYC

Taking care of each other in a changed workplace by demanding equity and strengthening unity

Equity

DEI, Discrimination & Harassment

Replace references to “minority employees” with “**employees from historically marginalized and underrepresented groups**.”

9.5 Substance Use/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. **See Section 16.5 on Reasonable Accommodations for further guidance.**

Add to 16.3(C): The Employer, including each project and program, shall provide quarterly reports to the respective delegates and the LSSA President, that include the number of job announcements sent out, each place the announcements were posted, and the results of the diversity outreach plan that include the total number of applicants and any job awards.

16.5 Reasonable Accommodations:

a. The Employer is committed to offering a reasonable accommodation for any employee’s physical or mental disability **and required to exercise particular sensitivity.**
b. Upon learning of such a disability, or upon the request of any employee for an accommodation, **the Employer agrees to:**
    i. **Provide the employee with guidance from NYC Human Rights Commission, U.S. Equal Employment Opportunity Commision, and any other relevant agencies;**
    ii. **Inform the employee that they may have a delegate assist them with their reasonable accommodation request;**
    iii. Meet with the employee and union to discuss a reasonable accommodation and to engage in an **expeditious** interactive process to craft an accommodation that meets the employee and employer’s needs.
c. **Documentation of** the underlying medical condition will be performed by a person who does not have supervisory or disciplinary power over the employee**, and will not be shared with those who have supervisory or disciplinary power over the employee**. The reasonable accommodation, but not information about the underlying medical condition, shall be conveyed **promptly** 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.

d. 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.

Add to 17.6 Diversity and Staff Participation in Hiring: Experience with and commitment to diversity, inclusion, and equity work shall be factors weighed prior to any promotion or hiring of any supervisor.

Holidays

Add to 4.5(A) "Holidays" these more-inclusive holidays:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Indigenous People's Day (2nd Monday in October), Election Day (Tues. after 1st Mon. in Nov.), Veterans Day, Thanksgiving Day & Friday immediately following, Christmas Day, **Eid al-Fitr, Eid al-Adha, Lunar New Year, Good Friday, Juneteenth, Rosh Hashanah, and Yom Kippur**.

Fairness in Layoffs

7.6 Layoffs

***See also* side letter re: § 7.3(D) and § 7.3(E) contract 03/06 (the current § 7.6(D) and § 7.6(E)).**

(A) Generally

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

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

(a) Within each job type, employees with less than one (1) year of seniority in the job type shall be laid off first, their order of selection to be determined as provided in **§ 7.6(A)(1)(b)** below. After this group of employees is wholly exhausted, layoffs shall be made from among the employees with less than three (3) years of service within the job type, their order of selection to be determined as provided in **§ 7.6(A)(1)(b)** below, then from employees with less than eight (8)

years in the job type; then from employees with less than thirteen (13) years in the job type; then from employees with less than eighteen (18) years in the job type. Employees with eighteen (18) or more years of service will be laid off in seniority order only, except with respect to an affirmative action consideration as discussed below.

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

(b) Layoffs within each seniority group shall be implemented in inverse job type seniority order, except that the Project Director when considering the entire seniority group of employees in the job type shall consider affirmative action and may vary from seniority order either:

- **i.** because of an affirmative action consideration or;
- **ii.** because of relevant foreign language skills needed for client services. The Employer shall have the burden of proof of demonstrating that the foreign language skills of the person are needed for client services and a variance from seniority order under this provision may not be applied to more than one person per language per year per program and may not be used for more than two languages in the same program per twelve (12) month period. Or;
- **iii.** because of other unique skills or knowledge of substantive law needed for a particular position as reflected by a requirement of a contract or grant from a funder that cannot with a good faith effort be modified. However, a variance from seniority under this provision may not be applied to more than one person per program per 12 month period.

2. In the event the Union seeks to arbitrate a layoff out of inverse seniority order, any such arbitration shall utilize the expedited grievance procedure under **§ 8.2(B)** without the stay provision.

3. A supervisory, managerial, or other non-bargaining unit employee who returns to or assumes a bargaining unit position shall be required to apply and interview for this position as an external candidate. If hired, they shall be granted full credit for employment in such a non-bargaining unit position for all purposes for which length of employment may be relevant under the Agreement.

4. Employees on leave of absence shall be considered active employees in the job type in which they were employed at the time they began their Leave of Absence.

5. (a) An employee and the Union delegate and LSSA President shall be provided with thirty (30) days' notice of employee's layoff (notice of layoff). Said notice shall state the nature of the economic reason for the layoff. At least twenty (20) days prior to providing a notice of

layoff(s) to an employee or employees, the Employer will notify the Union delegate that a layoff or layoffs will be implemented for good faith economic reasons (notice of intent to layoff). The Employer shall consider any alternative proposals provided by the Union. The presenting of such proposals and/or the Employer's considerations with regard thereto shall not in any way interfere with or restrict the Employer's right to effectuate the layoff(s) as scheduled.

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

(c) The following procedures shall be available when the Employer proposes to lay off in a twelve-month period at least three (3) bargaining unit employees in Staten Island, Manhattan or 40 Worth Street, or at least four (4) bargaining unit employees in Queens, or at least five (5) bargaining unit employees in Brooklyn or the Bronx, with temporary employees not to be counted. The Employer shall provide advance written notice to the Union of planned layoffs, at least 45 days preceding the 30-day notice under **7.6(A)(5)(a).** Within ten (10) business days of the 45-day notice, the Union may request that the Employer bargain over the proposed plan for layoffs. The parties shall each bargain in good faith over possible alternatives to layoffs and other aspects of the proposed plan. In the event that the parties are unable to agree on an alternative plan during the notice period, the Employer may proceed to implement its proposed plan. Nothing in these procedures limits the Employer's right to serve the 30-day notice under **7.6(A)(5)(a)**.

(d) The Union may grieve and arbitrate whether any planned layoffs are reasonable and fair under all the circumstances. The Union shall raise such grievances with the Executive Director and may grieve within ten (10) business days of any Employer's notice to the Union that it is implementing or intends to implement its proposed layoff plan. If the grievance is not resolved to its satisfaction, the Union may submit the dispute to arbitration under the expedited arbitration rules of the American Arbitration Association within ten (10) business days of the written decision of the Executive Director.

(e) In determining whether any planned layoffs are reasonable and fair under all of the circumstances the Arbitrator shall consider, among other things, the following factors, none of which is dispositive: (i) the impact of the layoffs on the bargaining unit; (ii) the impact of the layoffs on diversity; (iii) the need for quality supervision of legal work of the remaining bargaining unit staff, including the need for supervisors with appropriate substantive expertise; (iv) the need to fulfill obligations imposed by a funder under a grant or contract; (v) any organizational changes that the Employer has implemented, or proposes to implement, within six (6) months preceding the opening of the bargaining period regarding the proposed layoffs, or six (6) months

following the layoffs, including the reduction or departure of management or bargaining unit staff; and (vi) the need to maintain efficiency and flexibility in the operation of Legal Services NYC.

(f) In determining the reasonableness and fairness of any plan for layoffs, the Arbitrator shall only consider facts specifically related to the layoff plan and shall not reject any plan which is otherwise reasonable and fair solely on grounds that any other plan would be more reasonable and fairer.

(g) If the Arbitrator finds that the Employer's layoff plan is not reasonable and fair under all of the circumstances, the sole remedy available shall be to remand the plan to the Employer who shall rescind the plan and restore the Union members, with back pay offset by any severance payments made, to the pre-layoff status quo. The Employer may devise a new plan, which thereafter shall be subject to the procedures set forth in this section 7.6(A)(5).

6. For purposes of this provision, all Staff Attorneys and law graduates shall be considered one job type, and all legal workers (all workers other than staff attorneys and law graduates) shall be considered one job type.

7. If an Executive Secretary is scheduled to be laid off they have the option of “bumping” the Staff Secretary in the project with the least seniority, if the Staff Secretary has less seniority than the Executive Secretary. An Executive Secretary exercising this right to bump shall be placed at the same step of the Staff Secretary salary schedule as their 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 job type may elect to volunteer to be laid off and such election shall be honored, and retain their eligibility for severance pay.

9. The Employer need not lay off “Reggies” when making layoffs so long as 80% or more of the funding for the “Reggie” is secured from the Reggie program or other outside sources.

10. Job type seniority shall be defined as an employee’s entire period or periods of active employment in the job type within any Project. Job type seniority shall include Reggie and/or VISTA time with the Employer in the same job type. An employee designated to be laid off who was promoted from another job type shall be given seniority credit for all of their time in such prior job type, except that in such cases where the promotion occurred within three (3) months before or after notice of layoffs is given, the employee shall be given seniority credit for 50% of their time in such prior job type, for purposes of the layoff provision. Management may not be moved into the bargaining unit within 90 days of notice of layoffs in order to distort layoff order or layoff fairness protections.

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

12. If requested by the laid-off worker, their severance payment shall be delayed thirty-one (31) days after separation, if reasonably practicable.

Salary Scale Equity

We must bring our salary scale in line with LSNYC's commitment to racial, social, and economic justice, and to our principles of diversity, equity, and inclusion (DEI).

LSNYC has systematically undervalued the work of staff on the lowest salary scales both by paying entry-level salaries that do not meet the cost of living in New York City, and by providing lower percentage raises at virtually every step to the lowest-paid staff.

An equitable salary system demands that we address the disparate racial, social, and economic effect of these structural problems by increasing all step percentage raises to match the highest percentage increase existing within the salary scale for the applicable step; and by improving the salary scales of our lowest-paid staff.

Social Worker Parity with Attorneys

LMSW exam time off

Modify CBA 17.2 to provide "All MSWs employed in MSW positions who have not taken and passed the LMSW licensing exam shall be granted four (4) days off, with pay, to prepare for the exam prior to the date of an exam for which they are registered, as well as paid days for the exam days. This time off will be granted to employees for each LMSW licensure exam for which they have registered."

LMSW exam failure after two attempts

Modify 7.2 to provide "A social worker who is hired for a position for which the employer requires certification as an LMSW, but who does not have that certification must take the qualifying exam as soon as is feasible. A social work graduate or unlicensed social worker will have at least two attempts to take the LMSW licensure exam. Employees who have failed the exam must take the exam again as soon as feasible. A social worker may not be fired solely for failure of the LMSW exam."

Termination After Two Bar Failures

Background to Proposal:

LSNYC fights poverty and seeks racial, social, and economic justice for low-income New Yorkers and holds Diversity, Equity and Inclusion as fundamental core values of the organization. LSNYC is also committed to creating permanent systems, structures, policies, tools, venues, resources, and cultures that reflect its commitment to real racial, social, and economic justice.

The bar exam, however, has a disproportionate impact on oppressed and marginalized communities, especially Black and disabled employees (and applicants).

It is well acknowledged that our legal profession suffers from a lack of diversity. The bar exam has purposefully restricted Black people and other oppressed and marginalized groups from entering the legal profession, and fails to adequately test one's ability to be an advocate or an attorney. Beyond just the disparate impact that the bar exam has on communities of color, it reinforces an ableist framework of assessing one's lawyering skills with an overreliance on sitting still for prolonged periods of time, rote memorization, and typing skills. But LSNYC is committed to changing this unjust and inequitable policy.

MODIFICATION TO 7.1:

A Law Graduate shall have at least two attempts to pass the New York State Bar Exam.

A Law Graduate, even when a probationary employee, may not be fired solely for failure of the bar exam. Upon an employee's second or subsequent failure, the Employer shall modify the employee's work responsibilities so that they continue to perform work of benefit to the organization without violating the New York State Student Practice Order (for example, by shifting the employee to an administrative court practice, or some other such modification).

If the Employer cannot modify the employee's work responsibilities without violating the New York State Student Practice Order, then within thirty (30) days after publication of the results of the most recent Bar Exam on the New York Board of Law Examiners Website, the Employer shall offer employment in any vacant job category for which the Law Graduate would qualify without a license.

After a third bar failure, should there be no alternative but termination, the employee shall be treated as an internal candidate when applying to fill a posted job vacancy in any of the Employer's programs or projects and shall be considered along with employees in the bargaining unit, if any, who have applied for the vacant position.

If an employee is terminated prior to any third bar exam failure, the employee shall be treated as an internal candidate when applying to fill a posted job vacancy in any of the Employer's

programs or projects and shall be considered along with employees in the bargaining unit, if any, who have applied for the vacant position.

For any employee terminated due, in part, to bar failure, recall rights shall exist for twenty-four (24) months beginning upon the date of termination. If the law graduate is successful in passing the Bar Examination, upon notification of passing the Exam she will have recall rights to the job from which she was terminated for twenty-four (24) months following her date of termination, subject to hiring needs and conditioned on satisfactory probationary evaluations during her initial tenure.

MODIFICATION TO 17.1:

LEAVE TO STUDY

All employees required by LSNYC to take the New York State Bar Examination (and *pro hac vice* attorneys who choose to take the Examination) shall be granted eleven (11) weeks off, with pay, prior to the date of each New York State Bar Examination for which they have registered.

Any costs and fees associated with registering for the New York State Bar Examination shall be reimbursable as an actual work related expense.

D) BAR REVIEW COURSE

Any Law Graduate or unadmitted attorney who fails the bar examination shall be encouraged to attend or enroll in a bar review course selected by the employee and shall be reimbursed at cost up to $2,500.00 for the first re-examination and, if necessary, up to one additional subsequent re-examination.

Translation & Interpretation

Interpretation & Translation Amend 14.3(H) ***(Changes are in bold)***

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

It is understood that any employee possessing bilingual skills may be required, consistent with their other job responsibilities, to perform the following tasks is an important asset to LSNYC's work defending low income residents of NYC, many of whom are immigrants whose first language may not be English. Consistent with their other job responsibilities, these employees have the option, **if they so desire,** to provide interpretation and translation services to LSNYC, and they may not be asked to provide these services until the following steps have been taken:

1. **New** employees who are asked to provide interpretation and/or translation services will receive appropriate training that includes a component on legal terminology and interpretation best practices. These employees will not be required to provide oral or written interpretation services until such training is provided. **Current employees providing interpretation and translation services will receive immediate access to any new and existing training and receive further training at least once a year in the language they speak.**

2. **At minimum, biannual training will be provided during the workday to all staff who interpret and translate. Upon hire, staff will also be provided with a glossary of legal terminology in any legal practice area in which they work.**

3. **Mandatory training** that includes a component on best practices for working with interpreters, will be provided to all case handling employees **upon hire.**

4. If the staff member is asked to provide interpretation and/or translation services on a regular basis, they will receive a **$7,000.00** annual bump in salary, not built into the base rate. **Those individuals who are asked to provide translation or interpretation services for colleagues and clients will receive the bump.This will include all legal workers, including those providing services for their respective units and clients, as well as legal workers included on a rotation system.**

5. **It is the responsibility of LSNYC management to inform new hires they are eligible to receive the interpretation and translation bump.** Staff who do not have the **above**-referenced bump and are asked to provide translation or interpretation services **after on-boarding** will receive the above-referenced bump after attending appropriate training and agreeing to provide translation or interpretation services.

6. Each LSNYC program will develop a system **that evenly and equitably distributes interpretation and translation** services to be rotated among non-casehandling legal worker staff members who are asked to perform such services and are receiving the bump. **Receptionists, access line workers and case handling legal workers who regularly provide these services to clients and colleagues will be eligible for the bump, but will not be expected to be put on a rotation system.**

7. No staff providing interpretation services shall be required to interpret for more than 45 continuous minutes. A break of 15 minutes shall be provided after every 45 minutes of translation.

8. If expected to translate, draft, or interpret affidavits, or any other highly technical or legal documents, or emotionally demanding matters, best efforts will be made to provide a minimum of 1-day notice, along with documents necessary for the task, whenever possible. Lack of 1-day notice shall not be a reason to refuse the request.

9. The workload of staff providing interpretation and translation services shall be adjusted to reflect the time spent on this important activity, except where the sole responsibility of the staff person is to interpret and translate.

10. **When no legal worker receiving the bump is available to interpret or translate,** it is understood that attorneys, social workers and casehandling paralegals may be asked to provide such services. **However,** attorneys, social workers and casehandling paralegals will not be included in the rotation schedule **and** casehandling staff should not be used routinely or excessively to provide these services.

Once these steps have been taken, with a system in place, and after all parties have received the appropriate training, those staff members who agree to provide these services and are placed on the bump will be asked to perform the following tasks:

1. Interpreting 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).

Specialist Amend 18.7(A)

Amend 18.7(A) to add "Language specialist" to be included in the list of current Specialist categories.

Work from Home

Legal Services is a law office whose mission is to serve low-income clients and improvements in technology now enable us and other law offices to work from home/remotely in a manner that is consistent with the collaborative nature of our work and our client-centered services.

We demand that all employees be able to work remotely upon notice to their team. For example, job titles like receptionists, who historically have been barred from working from home, have shown that they can meet their job needs and responsibilities while working remotely. We recognize that there are specific tasks that need to be conducted at the office. There is a flexible work from home policy that is liberally granted.

As LSNYC hires additional staff, a flexible work from home policy would be more cost effective. A flexible work from home policy would also increase productivity, increase retention, assist in employee recruitment, increase employee loyalty and morale, and improve relations between supervisor and employee.

Financials

Across-the-Board Salary Increases

In addition to the prior demand, which is intended to bring equity to our salary scales, we further seek the following across-the-board July 1 raises for each of the years in our contract:

- Year 1 (July 1, 2021): 7%
- Year 2 (July 1, 2022): 6%
- Year 3 (July 1, 2023): 5%

Cell Phone Reimbursement

All staff members who are frequently in court or in the field, will have the option to opt-in to cell phone reimbursement. The employee shall not be expected to be on call or use the cell phone for work purposes during non-work hours, such as evenings and weekends. For those who opt for reimbursement, the employer shall provide reimbursement of their cell phone bill up to a maximum of $60 per month.

Educational Loan Reimbursement

From 2015 to 2021, as our organization has grown tremendously, the number of staff receiving student loan reimbursement assistance from LSNYC rose from 24 people to 92 people, almost quadrupling. Though LSNYC increased the funding for student loan reimbursement in previous rounds of bargaining from $88,000 to $200,000 and then again to $260,000 per year, it is simply not stretching far enough to keep up with the need. In fact, in 2020, LSNYC paid out $300,000 in student loan reimbursement. This $100,000 increase in the student loan pot resulted in an average loan reimbursement award of roughly $3100 per recipient.

(A) We ask that LSNYC again recognize the substantial loan burden that its staff struggle under and increase the amount of money for student loan reimbursement to $400,000 per year. If the number of applicants for student loan reimbursement continues to grow at the same rate, this would provide for an average reimbursement of approximately half of an applicant's annual debt burden. This will enable LSNYC to attract and retain a diverse pool of talented staff.

(B) Due to COVID and federal loan deferment modifications, a significant number of members put their loans into deferral in 2020 and will likely not seek reimbursement at nearly the same amount as in 2020 for 2019 payments. Accordingly, after disbursing funds to the maximum level possible, any unused disbursements in a given year shall be rolled over into the subsequent year.

(C) Further, we ask that the one year waiting period to apply for student loan reimbursement be modified to provide reimbursement to staff hired in the previous twelve months for any portion of the previous year for which they were employed at LSNYC. Thus, for example, an employee who started in September of the previous year would be eligible for payments they made in September, October, November, and December.

(D) Finally, we ask that reimbursements be issued by the end of May rather than by September 1st.

Retirement (CBA 5.2)

Increase LSNYC's retirement contribution from 7% to 10%.

Supporting Our Health and Our Families

Assistance with Family Creation

There are inequitable differences in the level of support for family creation that a staff member is eligible for under our current contract. We seek to remedy those inequities so that all staff members have access to the same level of financial reimbursement and leave regardless of what method of family creation they are using, and regardless of how long they have been employed at LSNYC. All employees should have access to the same benefit whether they seek to add a child to their family through fertility assistance, adoption, or surrogacy, and regardless of which parent (if either) will be carrying their child. There are multiple paths towards family creation, and all should be supported equitably.

Infertility Treatment

Amend CBA 5.8 (Infertility Treatment) to reimburse fertility treatments, assistance, and ancillary services for any staff member or their partner using assisted reproductive methods without requiring an infertility diagnosis and without limiting reimbursement to Cigna's antiquated 2013 infertility coverage, a coverage LSNYC has not had for 8 years.

The requirement of an infertility diagnosis imposes an additional prejudicial burden on queer/trans/same-sex couples, who are required to incur unreimbursed out-of-pocket costs to pay for up to a year of sperm-egg contact in order to be diagnosed as "infertile."

Requiring an infertility diagnosis also creates a perverse result that LSNYC is denying assistance to (typically younger) staff who are trying to take proactive steps while they are fertile to preserve their ability to later create a family, and will only help them later on once they have developed infertility. A more supportive approach would be to support staff who wish to, for example, freeze eggs to protect their ability to have children later, rather than to deny assistance until they become infertile, pushing them towards more invasive procedures and traumatic experiences.

CBA 5.8 should read "Fertility Assistance: LSNYC will self-insure fertility treatments, assistance, and ancillary services for any staff member or their partner up to an annual maximum of $25,000 and a lifetime maximum of $50,000 per person. If a reimbursement request is denied, LSNYC will provide written notice to the bargaining unit member. The notice will provide the specific reason(s) for the denial, the member's right to review their application, and information on how to appeal the denial through the Union. LSNYC will also provide notice to the Union of any denial. The notice to the Union will provide as much detail as practically possible, while maintaining the member's confidentiality."

Adoption & Surrogacy

Amend CBA 5.9 (Financial Assistance for Adoption and Surrogacy) to bring the financial assistance for adoption and surrogacy up to match the $25k annual/$50k lifetime amount provided for infertility assistance and remove the annual cap on adoption and surrogacy. As with CBA 5.8, provide notice for any denial with explanation of rights.

Parental Leave

Amend CBA 6.9 (Parental Leave) to provide paid parental leave of 16 weeks to those employed for 6 months or more (currently 10 weeks for those employed 6 mo-3 years and 14 weeks for those employed for 3+ years).

The increase in New York State's Paid Family Leave benefit on January 1, 2021 results in a reimbursement to the employer for an additional two full weeks of leave (an increase from 60% to 67% for the first ten weeks, plus an additional two weeks at 67%). New York State Paid Family Leave is funded through a payroll tax paid by employees, and employees are the ones who should reap the benefit of the increased state benefit.

We further demand that LSNYC provide health insurance coverage for a minimum of six months or the length of the employee's paid leave, whichever is longer.

Amend 6.9(B) to read: 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, regardless of their gender, shall be entitled to a leave of absence of up to **fourteen (14)** 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.The employee may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave, to be taken as full or half days.

Amend 6.9(D) to read: 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, they 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 **four (4)** weeks later.

Assistance with Treatment for Gender Dysphoria

Gender Dysphoria causes gender identity-related distress that some transgender and nonbinary people experience which can be treated through psychiatric, medical, and surgical treatments. Gender Dysphoria is a medical diagnosis recognized in the Diagnostic and Statistical Manual of Mental Disorders ("DSM-V"), published by the American Psychiatric Association. Transgender identity is not the pathology; the dysphoria that stems from distress caused by the societal marginalization of gender variance is what requires medical treatment. LSNYC acknowledges

the current health insurance landscape discriminates against transgender people by limiting access to medically necessary care for Gender Dysphoria. As such, LSNYC commits to self-insuring or otherwise providing for medically necessary treatment of Gender Dysphoria.

LSNYC will provide financial assistance for gender dysphoria treatment up to an annual maximum of $30,000 per person. Written documentation in the form of a health professional's note confirming a diagnosis of Gender Dysphoria and the necessity of treatment will be sufficient to prove medical necessity. LSNYC-provided financial assistance may be used to cover ancillary costs which may include, but are not limited to: travel and lodging costs related to medical care; prescriptions; consultation fees; court costs and legal fees; and any prerequisite fees such as pre-treatment counseling. Written documentation to substantiate the expense must be submitted in order to receive reimbursement. Reimbursements under this section shall be paid within 60 days of receipt of the required documentation by LSNYC's Human Resources Department.

If a reimbursement request is denied, LSNYC will provide written notice to the bargaining unit member. The notice will provide the specific reason(s) for the denial, the member's right to review their application, and information on how to appeal the denial through the Union. LSNYC will also provide notice to the Union of any denial. The notice to the Union will provide as much detail as practically possible, while maintaining the member's confidentiality.

LSNYC recognizes that coverage for treatment of Gender Dysphoria is regularly denied by insurance carriers. LSNYC commits to making a good faith effort to assist covered employees who wish to appeal denials of coverage of care issued by LSNYC's health insurance providers.

Bereavement

(A) An employee who suffers the death of a spouse or domestic partner, parent, step-parent, sibling, step siblings, 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, uncle, aunt, niece, nephew, cousin, or the step, adoptive, foster equivalent family member or a loved one shall be entitled to twenty (20) days' leave of absence with pay.

(B) An employee who wishes to extend bereavement leave under 6.5(A) beyond the days provided in the contract for bereavement leave may use up to ten (10) days sick of annual leave to extend bereavement leave without using any personal leave days.

Childcare & Eldercare Reimbursement

Increase from the current $15/hour cap to instead reimburse up to $40/hour.

Sick Leave

We demand that **CBA 6.4 (Sick Leave)** be amended in the following subsections:

6.4(B)
Employees are entitled to sick leave as needed. Sick leave may be taken at full salary until such time as the staff member qualifies for short-term disability at full salary, or long-term disability.

6.4(J)
The employer shall provide continued medical coverage for employees who suffer from a catastrophic illness or injury. 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. No employee shall be unreasonably denied continued medical coverage. Coverage provided under this provision may not be taken intermittently. The maximum period of coverage shall be 6 months.

6.4(A)(4)
Any medically necessary leave taken pursuant to 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. Requests for reduced work schedules may also be made as a reasonable accommodation. See section 16.5.

6.4(A)(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 sick time under this CBA for some or all of the period of PFL. During this time, the employee shall retain all of their rights under the New York PFL law. The Employer reserves the right to seek reimbursement for any period in which an employee substitutes 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.

6.4(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 in compassionate communication for this purpose, may request documentation of an illness or qualifying need for safe time.

6.4(I)
An employee who is unable to work due to illness or disability and receives sick pay for more than fifteen (15) consecutive days shall prepare and submit a claim for short-term disability benefits for the benefit of the Employer. After 15 days of paid sick leave employees have the option of submitting a claim for short term disability or family leave benefits, where appropriate.

We demand that **CBA 6.3(E) Payment for Leave Days** be amended to:

Accumulated Sick Leave upon Termination of Long-Term Employment: For employees with 20 years of service, and upon termination of employment for any reason, an employee shall be paid the equivalent of one day of pay for each five (5) days of sick leave accrued as of [the date of contract ratification]. For employees with 15-19 years of service, and upon termination of employment for any reason, an employee shall be paid the equivalent of one day of pay for each seven (7) days of sick leave accrued as of [the date of contract ratification]. Employees with less than 15 years of service (whose employment began in 2003 or later) shall be paid the equivalent of one day of pay for each 20 days of sick leave accrued as of [the date of contract ratification].

(Within 30 days of ratification, management will provide all employees a summary of sick leave accruals to ensure accurate calculations.)

Short-Term Disability Coverage

We demand that CBA 5.1(A) Insurance Coverage: Short Term Disability be amended to:

All claims must be filed within 60 days of the onset of the disability. The carrier may change within the three-year contract period, but the terms remain the same.The employer will continue full salary for up to ninety 90 days of employment for all staff on extended illness or disability. The organization will continue to provide healthcare coverage benefits through the duration of this leave.

Long-Term Disability Coverage

We demand that CBA 5.1(B) Insurance Coverage: Long Term Disability be amended to:

Eligibility begins after 90 consecutive days of total disability. Maximum total benefit is 75% of monthly earnings up to a maximum of $6,000 per month. The organization will continue to provide healthcare coverage benefits through the duration of this leave.

Mental Health Coverage

1. Employer to establish a standing Mental Health and Wellness fund of $250,000 per year. Employees may apply to the fund to reimburse an employee's out-of-pocket costs of mental health care that are not covered by the Employer's applicable health insurance policy, and other out-of-pocket costs to improve mental and/or physical wellness. Any unused amounts remaining in the fund at the conclusion of any contract year shall be made available for the following contract year only to the extent the entire fund is used in the following contract year, and shall otherwise not be rolled over to a later year.

2. Employer to establish a revolving Mental Health Care Liquidity fund of $50,000 to assist staff with up-front mental health care costs that are covered under the Employer's applicable health insurance policy but are subject to the insurer's claim process. Reimbursement to be paid within 14 days of application, and amounts paid by the insurer on the claim shall be returned to the fund.

3. Along with its other functions, the Labor-Management Health Care Working Group shall assist staff in accessing health benefits, including benefits under the Employer's health insurance policy, the Mental Health and Wellness fund and the Mental Health Care Liquidity Fund; including, without limitation, by working to inform staff of the availability of, and application process for, the funds. Recognizing that WFH and remote work policies are integral to employees over all mental health and wellbeing, the committee will also work to address any issues or barriers that arise related to working remotely. Other topics that the committee will discuss include, but are not limited to: support groups, self care book clubs, meditation, yoga, self-care training.

4. The Labor-Management Health Care Working Group shall identify and seek to obtain discounts that may be available to staff for services relating to mental health and wellness, e.g. gym memberships, wellness/meditation apps, etc, and shall inform staff of the availability of such discounts.

Spousal Coverage (CBA 5.1)

Expand eligibility for spouses to be covered on our plan without additional cost, to include those spouses whose employers do not provide comparable comprehensive health coverage or whose employers pay less than 90% of the premium for such coverage. For those spouses who remain ineligible, switch to a sliding scale system based on our income, in order to address the inequities that make covering ineligible spouses financially prohibitive for all but our highest paid staff.

Giving Staff a Voice in Our Work & Operations

Additional Paid Union Staff

Modify Release Time (CBA 1.9) to add: "The Union Vice President and Delegate at Large shall each be given and shall take five (5) days of release time per week. The Employer will pay for the benefits and wages for these days of the Union Vice President's and Delegate at Large's salary."

Covid Side Letter

Extend the Covid side letter until such date as both parties agree that Covid bargaining is no longer necessary.

Office Health & Safety

Add to CBA 13.4:

The Employer will provide employees with a work environment that is safe and conducive to good health. It also has the goal of providing offices that are clean, in good repair and secure, and will continue efforts to improve the condition of offices in which its employees work. Without limiting the generality of the foregoing: (1) the Employer will promptly clear the workplace if, due to any circumstance, it is or becomes unhealthy or unsafe, and will rectify the unhealthy or unsafe condition prior to reoccupation; and (2) the Employer will otherwise act promptly to protect an employee or employees in the event of any circumstances at the workplace that threaten the safety of such employee or employees.

The Employer will make reasonable efforts not to subject employees or their families to health risks when working off-site at locations such as courts and clinics.

Infectious Diseases:

The Employer will take all reasonable steps to protect staff and clients visiting the workplace from unnecessary health risks from infectious disease. These steps include, but are not limited to:

1. Masks and other personal protective equipment (PPE) for staff and clients upon request;

2. Video conferencing facilities with which to conduct interviews with clients;

3. Prompt response to reasonable accommodation requests as per the Employer's Reasonable Accommodation Policy.

For the purposes of this provision, the resolution process described in Article 8.2(D) applies, with the following exceptions: Bargaining shall take place with the Executive Director or their designee(s); If the Parties are unable to agree on how to resolve a dispute as to the Employer's compliance with this section following good faith negotiations, either Party may submit the dispute to arbitration. Each party shall submit a "Final Offer" to the arbitrator. After considering the valid interests of all parties, the arbitrator shall choose one of the proposed resolutions without modification, or may craft a resolution solely from elements of the two Final Offers. The decision of the arbitrator shall be final and binding upon the parties.The decision of the arbitrator shall be issued within 7 days of the hearing date. In the event of a disagreement about a particular topic, pending the arbitrator's decision the parties shall make best efforts to proceed with negotiations on other topics and to find a mutually acceptable interim solution on the topic that is the subject of arbitration. Should no such solution be reached within 14 days of the date the notice of demand for arbitration is delivered to the Employer, and only if implementation does not violate any law, regulations or guidelines relating to health and safety promulgated by the CDC, New York State or New York City, the employer, after serving a Notice of Intent detailing their proposed policy, specifically how it does not violate said health and safety law, regulations or guidelines, and the specific staff affected by the policy, may implement the policy detailed within the Notice of Intent provided.

Union Involvement in Grant Negotiation

NEW CONTRACT PROVISION:

1. The Union and the Employer shall convene a Grants Negotiation Committee composed of twelve union members, with every effort to have one attorney and one legal worker representing each shop.
2. The Employer shall provide advanced notice of 90 days to the Grants Negotiation Committee of any grant or funding source that is being negotiated, renegotiated, or newly sought.
    a. In the event that a new contract is being sought, advanced notice of 60 days shall be provided when possible. If not possible to provide at least 60 days notice, as much advance notice as possible shall be given.
    b. When applying for new grants, provide all potential grant information and requirements to the union and seek feedback.
3. Members of the Grants Negotiation Committee will be provided leave time and workload reduction commensurate with the requirements of fulfilling one’s duty on the Committee.
4. The Union and the Employer will use best efforts to reach an agreement on the material terms of any proposed grant, including but not limited to:

   a. Sufficient resources (funding, attorney and non-attorney staff, workspace and workstations, etc.) to ensure staff can adequately handle workload;
   b. Provisions for necessary adjustments and re-adjustments to resources and/or workload over the term of the contract, with a check-in scheduled every quarter within the contract term;
   c. Case number requirements;
   d. Working conditions such as time requirements outside of regular business hours, facilities outside of our LSNYC offices, and collaboration with organizations and individuals outside LSNYC, transportation.
5. In an effort to reach terms best reflecting any unit's ability to perform under a proposed grant, the Grants Negotiation Committee shall solicit feedback and advice from the impacted unit in each shop.
6. The Employer shall provide the Grants Negotiation Committee with access to all discussions, data, and negotiated terms necessary for informed bargaining on any grants.
7. If the Union and the Employer cannot reach an agreement on terms for grants negotiation within forty-five (45) days of meeting with funders, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session with management.
   a. Failure by the Union to request arbitration within the specified five (5) days shall constitute a waiver of the Union's right to continue in this expedited arbitration process.
   b. The parties agree that the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) days following the request for arbitration.
   c. Upon receiving an advisory decision from the Arbitrator, the union and management will enter into negotiations with funders understanding that the decision memorializes our unified bargaining position.
8. The Union may select to waive participation in grant and funding negotiations at its discretion.

Contract Clean-Up

Job Descriptions

Negotiate job descriptions for:

- Training Program Associate
- Production Assistant

These are positions that have existed in the bargaining unit but for which job descriptions were never negotiated or incorporated into the contract.