

Package of Potential Contract Changes

Salary Scale Equity and Across-the-Board Raises

18.5 Salary Modifications for This Contract Term

For the three-year contract for the period of July 1, 2021 through June 30, 2024, salary increases as follows:

Scale J & Scale I: retroactive to July 1, 2021, Scale J will be moved to Scale I, increasing the salary base of J. \$2500 will be added to the base salary of the new Scale I/J at Step 1.

Scale H & Scale H-1(K): retroactive to July 1, 2021, Scale H will be moved to Scale H-1 (K), increasing the salary base of H. \$1000 will be added to the base salary of the new Scale H/H-1(K) at step 1.

Scale G & Scale F: retroactive to July 1, 2021, Scale G will be moved to Scale F, increasing the base salary of G.

The inter-step percentage increase from Scale F will be applied to G (now combined into F), to H/H-1(K), and to I/J, to increase salaries up the Scale.

Following the above, for all staff:

1. Effective retroactive to July 1, 2021, the salary scales shall be increased by 2%;
2. Effective July 1, 2022, all existing salary scales shall be increased by 1%;
3. Effective July 1, 2023, all existing salary scales shall be increased by 1.75%.

Pay Parity Agreement

July 6, 2021

Due to parity payments by the City of New York, LSNYC and the LSSA agree as follows:

Effective immediately, salaries will be adjusted for the following scales and steps in the following amounts:

Scale B—From July 1, 2019 to date, the salary is increased to \$71,436

Step A-1—From July 1, 2019 to date, the salary is increased to \$71,436

Step A-2—From July 1, 2019 to date, the salary is increased to \$72,933

Step A-3—From July 1, 2019 to June 30, 2020, the salary is increased to \$73,986; because the LSNYC salary for Step A-3 exceeds the comparative Corporation Counsel salary from July 1, 2020 to date, the LSNYC salary remains set at \$75,320.

These changes will not cause changes to the salaries of any other steps.

All staff who were on those scales and steps at any point from July 1, 2019 to date shall be paid at the new salary amounts for the periods they were on those scales and steps. Those payments **will be made no later than XXX [were made on or about September 21, 2021].**

CBA 14.3(H) Interpretation & Translation

Both Union and Management recognize the importance of making our services accessible to Limited English Proficient clients and community members by providing high quality interpretation and translation in the languages spoken by our clients. All new employees will be informed by management and the union about the importance of language access for our clients and this section of the CBA.

It is understood that any employee possessing language skills is an important asset to LSNYC's work representing low income residents of NYC, many of whom are immigrants and Limited English Proficient. Consistent with their other job responsibilities, these employees may be required to provide interpretation and translation services to LSNYC and clients, as a routine part of their job.

Legal worker staff members who agree with their Employer to provide interpretation and translation services and provide these services for their colleagues as a routine part of their job will be eligible for a \$3,000 annual bump in salary, not built into the base rate. This will include all legal workers whether they are included on a rotation system or not. However, if an employee does not want to provide interpretation and translation services they have the option to opt out from receiving the bump, unless language skills were a required qualification for their job.

Employees who may be required to provide interpretation and translation services to LSNYC may not be asked to provide these services until the following steps have been taken:

1. New employees who are asked to provide oral or written interpretation 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 and attended.

a. Effective January 1, 2022 new employees seeking to receive the interpretation and translation bump will be required to participate in a foreign language interpreter proficiency assessment before being awarded the bump and, if they do not pass, the employer reserves the right to deny the bump. The Working Group to Support Interpretation and Translation Services ("Working Group," see below) will review and provide feedback about the proficiency assessment process.

b. Current employees providing interpretation and translation services will receive access to any new and existing training and will receive further training at least once a

year. Interpretation training will be geared to effectively train employees providing interpretation and translation services in various languages as feasible.

3. Employees who work with interpreters and translators will receive and attend a mandatory training that includes a component on best practices for working with interpreters and translators. Within six months of ratification of this 2021-2024 contract, the Justice Learning Center will develop or procure a recorded training that can be viewed immediately and as needed by all who work with interpreters and translators. This training will be reviewed and approved by the Working Group. Employees who work with interpreters and translators will view this training within three (3) months of its availability, or within three (3) months of their start date, whichever is later.

4. 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 routinely asked to perform such services and are receiving the bump. Receptionists and case handling legal workers who routinely provide these services to colleagues will be eligible for the bump, but will not be expected to be put on a rotation system. Access line workers are also eligible for the bump.

5. 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.

6. If asked 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.

7. 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.

8. 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 interpretation and translation services.

9. Employees shall record their time spent interpreting and translating in Legal Server in a timely manner.

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 eligible to receive the bump will be asked to perform the following tasks:

1. Provide interpretation and translation services. All Legal Workers receiving the above-referenced annual salary bump are expected to provide interpretation and translation services and shall not unreasonably decline to provide these services when requested to do so;
2. Enter time spent interpreting and translating in Legal Server.
3. Attend training, at least one annually, provided by LSNYC designated for employees providing interpretation and translation services.

**SIDE LETTER RE: Working Group to Support Interpretation and Translation Services
(NEW SECTION)**

It is critical for Union and Management to continue to explore and address interpretation and translation related items. In September 2021 management will convene—jointly with the union—a Working Group to Support Interpretation and Translation Services. The Working Group will be comprised of management and union representatives citywide, with preference for legal workers and those relevant managers that supervise interpreters and translators, including the Director of Training and Professional Development (or designee). The Working Group will be charged with identifying and recommending best practices that can help staff be supported and more effective in their work. It will also be responsible for reviewing mandatory training on working with interpreters as well as reviewing and providing any necessary feedback on the implementation of LSNYC’s interpreter proficiency assessment process. More broadly, the Working Group will also assess how to improve language access in general at LSNYC for LEP clients and will explore potential issues commonly faced by LEP clients, employees and community members as well as identifying any relevant litigation and advocacy efforts that may be needed.

Working Group priorities include, but are not limited to:

- Creating a process for sharing best practices and resources between offices;
- Assessing I&T needs in all programs across all offices;
- Improving workload distribution;
- Identifying strengths and areas for improvement in I&T services and support;
- Identifying ways to support staff with the issues of emotional labor and vicarious trauma associated with their work;
- Identifying ways to support professional development and increased proficiency;
- Supporting peer to peer mentorship and guidance;
- Acquisition and distribution of technology to improve efficiency of I&T work;
- Reviewing allocation of I&T staff appropriately across all units and programs;
- Developing ways to provide better I&T support for litigation; and
- Providing feedback regarding the effectiveness of I&T services in order to enable the continuous improvement of our services.

Equity

Throughout CBA

Replace references to "minority employees" with "employees from historically marginalized and underrepresented groups."

16.3(C) Non-Discrimination/Affirmative Action (Job Announcements)

(C) The Employer shall send job announcements to places requested by the Union. The Employer shall include in job announcements that people of color, women, people with disabilities, gay, lesbian, bisexual and transgender people, and people over the age of 40 are welcome and encouraged to apply. As part of LSNYC's continued efforts to diversify its workforce, the city-wide DEIB committee, which includes both management and union employees, will be asked to develop a diversity outreach, hiring and retention plan that will include periodic review of progress. In the event the DEIB committee does not agree to develop such a plan, LSNYC will convene a management/union working group no later than January 1, 2022, comprised of equal numbers of management and staff, to develop such a plan. In either event the plan would be completed and implementation would be initiated no later than October 1, 2022.

17.6 Diversity and Staff Participation in Hiring

Add language stating: "Employer will continue its commitment to diversity, inclusion, equity, and belonging work by ensuring that all prospective candidates for hiring and promotion have a commitment to Employer's DEIB mission."

COVID-19

Covid Side Letter

The parties agree to extend the Covid side letter until such date as both parties agree that Covid bargaining is no longer necessary, or until the ratification of the next contract, whichever comes first.

Work from Home

Remote Work at LSNYC

Delivering high-quality, client-centered services through a community lawyering model is critical to our mission. Technology and recent experience show us that much work can be done effectively from home, and also that some work cannot be done effectively from home.

1. Employees whose jobs can be performed remotely are permitted to work remotely, on a regular basis, up to five days a pay period. This permission is subject to the employee, in collaboration with the employee's supervisor, developing a schedule that considers any specific duties or obligations, including training, supervision, duties related to clients or practice group, office needs, and the employee's needs. Assuming the above, permission is granted to work remotely up to five days a pay period.

Hotline paralegals employed by the central access line, in recognition of the unique nature of their job duties, may work remotely up to five days a week but are expected to be in the office for duties or obligations, including training, supervision, duties related to clients or practice group, and office needs. This permission is subject to a plan developed collaboratively with the supervisor.

In situations where a schedule of remote work has not been agreed to, or in emergencies, written or electronic mail notice that the employee will be working remotely must be made by 3:00 pm, if possible, the day prior if arrangements for coverage are necessary. Permission to work remotely in these circumstances will not be unreasonably withheld.

2. While working remotely, employees are expected to:
 - a. Be available by email or by phone similar to as if they were in the office when working remotely;
 - b. Account for their time in Legal Server and use appropriate leave time if they are not working; and
 - c. Make themselves available for emergencies that may affect their clients or colleagues. This may require, for example, that they call their client, call the court, or go to court or come into the office when possible.
3. Employees may not work remotely if such work unduly burdens other coworkers.

Remote work may be a reasonable accommodation for a qualifying disability that is separate and apart from the above WFH policy. Please contact the Benefits Administrator and/or your union representative to learn more about reasonable accommodations. This policy in no way

curtails the ability of those applying for a reasonable accommodation to utilize the remote work provisions described above.

This **Side Letter** is intended to apply once LSNYC offices open fully and remains in effect until the ratification of the next contract.

Health Care

5.1(A)(5) Insurance Coverage (Short Term Disability)

Short Term Disability is covered by ~~Security Mutual Life Insurance Company~~ Guardian (Policy No. ~~GNY40015~~ _____). All claims must be filed within 30 days of the onset of the disability. The short-term disability policy will reimburse 40% of salary up to a \$1150 weekly maximum. The plan does not exceed 26 weeks of paid benefits in a 52- week period. The carrier may change within the three-year contract period, but the terms remain the same.

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. The lifetime limit of \$50,000 is a combined maximum reimbursement for Infertility expenses and Adoption and Surrogacy expenses under Section 5.9 below. LGBTQ members will be reimbursed for infertility treatment without requiring an infertility diagnosis. To be reimbursed, you must first apply to your group health plan and, if coverage is denied, you must appeal that denial through the internal appeals processes described in the Summary Plan Descriptions of your group plan and receive denial of those appeals or lack of decision within 60 days.

If a reimbursement request is denied, LSNYC will provide written notice to the covered member of their rights to appeal under ERISA and via the Union grievance process within 30 days after the Claims Submission Agent receives your claim. A bargaining unit member can choose to appeal through either or both processes. The notice of denial will provide the specific reason(s) for the denial, the employee's right to review their application, an optional HIPAA form to allow notification to the union and Employer, and information on how to appeal the denial through both processes. If a HIPAA waiver is signed, LSNYC will provide notice to the Union and the Employer of any denial and the reason for such denial, including a copy of the denial notice provided to the member.

5.9 Financial Assistance for Adoption and Surrogacy

LSNYC will provide financial assistance for adoption or surrogacy up to an annual maximum of ~~\$12,500~~ \$25,000 and a lifetime maximum of ~~\$25,000~~ \$50,000 per bargaining unit member. The lifetime limit of \$50,000 is a combined maximum reimbursement for Adoption and Surrogacy expenses and Infertility expenses under Section 5.8 above. ~~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.

5.10 Assistance with Treatment for Gender Dysphoria NEW SECTION

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 limits 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 reimbursement to those enrolled in a LSNYC group health insurance plan for all Eligible Medical Expenses for Gender Dysphoria Treatment up to an annual maximum of \$25,000 per person. Eligible Medical Expenses are expenses incurred for medical care related to Gender Dysphoria Treatment for which reimbursement has been denied by LSNYC’s group insurance plans. Eligibility for the fund shall require: (1) Written denial of coverage by one of LSNYC’s health insurance plans, including proof of denial of an internal appeal as described in LSNYC’s Health Reimbursement Arrangement Plan for Gender Affirming Care (HRA), or failure to receive a decision from the health insurance plan within 60 days of appeal; (2) Proof of unreimbursed costs following provision of services; and (3) Written documentation of medical necessity in the form of a primary care or mental health provider’s note confirming a diagnosis of Gender Dysphoria and the necessity of the treatment requested, guided by the WPATH protocols. LSNYC-provided financial assistance may be used to cover ancillary costs related to medical care which may include, but are not limited to: Other FSA-eligible medical expenses reimbursable under IRS Code Section 213(d), including travel and lodging costs related to medical care; prescriptions; consultation fees; court costs and legal fees related to medical care; and prerequisite fees such as pre-treatment counseling. Written documentation to

substantiate the expense must be submitted in order to receive reimbursement. Upon request, and if you are waiting for a decision on appeal from a denial of coverage by one of the group plans offered by LSNYC, the Third Party Administrator will review your documents and issue a preliminary approval or denial to apprise you of whether planned expenses may be reimbursed. Reimbursements under this section shall be paid under LSNYC's HRA within 30 days of receipt of the required documentation by LSNYC or its agent.

If a reimbursement request is denied, LSNYC will provide written notice to the covered member of their rights to appeal under ERISA and via the Union grievance process within 30 days after the Claims Submission Agent receives your claim. A bargaining unit member can choose to appeal through either or both processes. The notice of denial will provide the specific reason(s) for the denial, the employee's right to review their application, an optional HIPAA form to allow notification to the union and Employer, and information on how to appeal the denial through both processes. If a HIPAA waiver is signed, LSNYC will provide notice to the Union and the Employer of any denial and the reason for such denial, including a copy of the denial notice provided to the member.

6.9(F) Parental Leave

~~LSNYC shall provide parental leave as follows:~~

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

LSNYC shall provide twelve (12) weeks paid parental leave after 6 months of service. LSNYC shall provide fifteen (15) weeks paid parental leave after 3 years of service. Such leave may be taken in full or half days and shall run concurrently with FMLA leave and with the leave of absence described in **Section 6.9(B)**. 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.

16.5 Reasonable Accommodations

A. The Employer is committed to offering a reasonable accommodation for any employee's physical or mental disability. Employer will continue handle employee information sensitively and in accordance with the law.

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 Commission, 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 delegate (if requested by the employee) union to discuss a reasonable accommodation and to engage in an expeditious interactive process to craft an accommodation that meets the employee's and employer's needs.

C. Review 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.

9.5 Substance Abuse/Mental Health:

The parties agree that the performance or behavioral problems of an employee caused by substance abuse or mental health problems require the Employer to exercise particular sensitivity. Moreover, the Employer recognizes the desirability of rehabilitation rather than discipline. Notwithstanding the above, the Employer reserves the right to discipline for just cause. The Labor-Management Committee shall explore the development of a program in furtherance of this policy. See Section 16.5 on Reasonable Accommodations for further guidance.

SIDE LETTER RE: Labor-Management Health and Wellness Working Group (NEW SECTION)

It is agreed that, during the 2021-2024 contract term, the Working Group will:

- a) Discuss ways to improve the health and quality of life of LSNYC employees which include but are not limited to, ways to address burnout and vicarious trauma;
- b) Explore wellness initiatives and ways to educate all LSNYC staff about holistic mental and physical health care options;
- c) Work to address any issues or barriers that arise related to working remotely;
- d) Identify and seek to obtain discounts that may be available to staff for services related to mental health and wellness, e.g., gym memberships, wellness/meditation apps, etc., and inform staff of the availability of such discounts;
- e) Discuss the potential implementation of support groups, self-care book clubs, meditation, yoga and self-care training programs at LSNYC;
- f) Evaluate the ongoing effectiveness of current health care plans and review alternatives, including options for lowering the cost of health care plans;
- g) Educate LSNYC staff about how to access and navigate mental health & other health benefits through the employer's insurance plans.

The Working Group shall consist of ten (10) members. The Union shall designate five (5) members, which shall include the Union President (or designee), and the Employer shall designate five (5) members, which shall include the Chief, HR & Diversity (or designee).

Vacancies shall be filled by the appointing party for the balance of the term. Each side may designate one alternate. Representatives shall be given reasonable release time to prepare for participation in Health Care Working Group activities.

The Working Group shall meet at least four (4) times annually during the 2021-2024 contract term, at the call of either the Union members or the Employer members at times agreeable to both parties. Working Group decisions shall be made by modified consensus. Minutes shall be kept and copies supplied to all members of the Working Group and to the Executive Director of LSNYC and the Union President.

5.1(B) Insurance Coverage (Spousal Coverage)

Modify paragraph one of 5.1(B) Definitions of Eligible and Ineligible Spouses to provide "Eligible Spouses are those spouses who: 1) are not eligible through their own employers for a comprehensive health plan, including an HMO, or 2) earn less than ~~\$80,000~~ \$96,000 per year and are not eligible through their own employers for any comprehensive health plan, including an HMO where the employer pays at least 50% of the premium. For purposes of this contract other spouses will be referred to as Ineligible Spouses."

Leave Time

1.9 Release Time

Add: "The Union Delegate at Large shall have the right to take up to two days of release time per week, with salary for those leave days to be paid by the Union."

4.7 Holidays

(A) List of Holidays

Employees shall be entitled to the following holidays with pay.

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Election Day (Tues. after 1st Mon. in Nov.)
- Veterans Day
- Thanksgiving Day & Friday immediately following
- Christmas Day

6.5 Bereavement Leave

(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~~ loved one with whom the employee shared an emotional commitment and interdependence, shall be entitled to ~~five (5)~~ seven (7) days' leave of absence with pay.

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

(C) An employee who wishes to extend bereavement leave under 6.5(A) or (B) beyond the days provided in the contract for bereavement leave may use up to ~~two~~ seven (7) days of annual leave to extend bereavement leave without using any personal leave days.

Student Loans, Bar Exam, Social Work Exam

5.3 Educational Loan Reimbursement

(a) General Provision: LSNYC shall establish a fund of \$260,000 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. 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 applications for loan reimbursement will open by April 30th in each calendar year and that the \$260,000 provided for loan reimbursement will be distributed by August 1st in each calendar year to reimburse payments made during the prior calendar year. The plan shall distribute available funds based on level of indebtedness and family income and in accordance with the plan adopted by the LSNYC board. In the event the entire fund is not disbursed in any single year, LSNYC will roll over and add the remaining balance to the following year's fund.

(b) New Employees: All employees hired in the previous twelve months before applications open will be eligible for reimbursement for the portion of the previous calendar year that they were employed by LSNYC.

7.2 Licensed Master Social Work (LMSW) Exam

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. The employee may not be fired solely for a first failure of the LMSW licensing exam. However, employees who have failed the exam must immediately apply for a limited permit to practice under the rules of the Office of the Professions of the New York State Education Department. If that permit is granted, the employee will not be terminated for failing the qualifying exam during the one-year period of that permit and may take the exam again as many times as soon as feasible during that period. An employee who fails the exam and does not receive a limited permit to practice or has reached the maximum one-year time on that limited permit shall be terminated from their position. This does not prevent a Project Director from extending the employment of a social worker for a limited period in the event of testing schedule or result publication delays or other unforeseen barriers that prevent a staff person from taking and passing the exam. The Project Director also has the option to extend employment to a position that does not require the LMSW license.

17.1 Bar Examination

B) Leave to Study

Old: All employees required by LSNYC to take the New York State Bar Examination (and pro haec vice attorneys who choose to take the Examination) shall be granted ~~two (2)~~ four (4) weeks off, with pay, prior to the date of each New York State Bar Examination for which they have registered.

D) ~~Problem Analysis Course~~ Bar Review Course

Old: 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. ~~a problem analysis type bar review course selected by the Employer in conjunction with the Affirmative Action and Diversity Committee, at the Employer's expense and during non-working time, if possible. If the Employer in conjunction with the Affirmative Action and Diversity Committee determines this program to be efficacious, it shall be continued through June 30, 2003. If the employee does not enroll in the problem analysis course offered, they shall submit an alternative plan to the Project Director and if they choose to enroll in an alternative course, it shall be at their own expense.~~

17.2 LMSW Exam

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."

Expense Reimbursement

17.3 Expense Reimbursement

Modify CBA 17.3(A) regarding **reimbursement of job-related expenses** to provide "The Employer shall reimburse employees for all actual job-related expenses incurred by the employee in the course of the employee's appropriate work activities, including, but not limited to, filing fees, xerox costs, telephone, transportation, process serving costs, license renewals (including but not limited to bar, social worker, process server, and notary licenses), social work exam fees (registration and examination fee), limited permits, and supper money" ...[continued]

Modify 17.3(B) regarding **childcare and eldercare** to provide: "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 costs, at the actual cost of up to ~~\$15~~ \$20 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."

Fairness in Layoffs

Revise the general standards for layoffs in the preface to CBA Section 7.6(A) as shown below; incorporate the 2020 Side Letter on Layoffs into the CBA as a new Section 7.6(A)(6), with the edits shown below; except that Section 7.6(A)(7) regarding job classifications (which would be renumbered from 7.6(A)(6)) would be revised as shown below; and renumber the current Sections 7.6(A)(7) through 7.6(A)(12) with no substantive changes.

7.6 LAYOFFS

(A) Generally

Layoffs shall only be implemented for reasonable and good faith economic or business related 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: . . .

6. Notwithstanding any provisions contained in Section 7.6(A)(5)(above) of the CBA, the parties further have a mutual understanding that, in the event significant layoffs become necessary, the layoff plans subject to the procedures described below must be reasonable and fair in addition to establishing reasonable and [NOTE: THIS EDIT IS TO CONFORM TO THE CHANGE TO THE PREFACE TO SECTION 7.6(A) ABOVE] good faith economic and business-related reasons:

- a. These procedures will be available only when the Employer proposes to lay off, within a twelve (12) month period, at least ~~12~~ 9% [NOTE: AWAITING MANAGEMENT RESPONSE TO UNION COUNTERPROPOSAL OF 8%] of the bargaining unit staff (with a minimum of three), in the respective borough or at the Central office, as of the date of the notice of intent to layoff. Temporary employees shall not be counted for purposes of this threshold.
- b. The procedures described in this section are intended as an alternative to the procedures described in CBA paragraph 7.6(A)(5) (above) and the procedures shall not be invoked simultaneously or serially with respect to the same layoff plan.
- c. The Employer shall provide advance notice of planned layoffs, at least ~~forty-five (45)~~ thirty-five (35) days preceding the 30-day notice to the employee required under 7.6(A)(5) of the CBA. Within ten (10) business days of the first ~~45-35-~~ 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.
- d. In the event that the parties are unable to agree on an alternative plan during the notice period, the Employer may proceed to implement its proposed plan. Nothing in these procedures limits the Employer's right to serve the 30-day notice of layoff required under 7.6(A)(5) of the CBA.
- e. The Union retains the right to grieve and arbitrate whether the layoff plans subject to these procedures are reasonable and fair under all of the circumstances. The Union must first file a written grievance with the Executive Director within ten (10) business days of any Employer's notice to the Union that it 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.
- f. 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.

g. 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.

h. 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)(6).

7. For purposes of this provision (CBA 7.6), ~~Legal Services Assistant and Senior Legal Services Assistant and Staff Attorney and Senior Staff Attorney~~ employees within the same salary scale shall each be considered ~~one~~ to be in the same job classification.

Office Health and Safety

Move the first paragraph of current CBA Section 13.2, "Temperature, Water, Toilets" (which now reads, "The Employer will provide employees with a work environment that is safe and conducive to good health. If dangerous or unhealthy conditions occur in the workplace, the employer, in consultation with the union, will develop a plan that will resolve the condition.") into CBA Section 13.4 with the revisions shown below, and add the further provisions shown below. The existing provisions of CBA Section 13.4 would be renumbered with no substantive changes.

13.4 Office Health and Safety

A. 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 and secure. The Employer will promptly take all reasonable steps to protect the health and safety of its employees if the workplace or part of the workplace becomes unsafe.

B. The Employer will make reasonable efforts not to subject employees to health risks when working off-site at locations such as courts and clinics. This section imposes no requirement that the Employer improve the conditions of off-site locations except to the extent such conditions are reasonably within the Employer's control.

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

1. Masks and other personal protective equipment (PPE) upon request;
2. Reasonable means to conduct videoconference, telephonic or other remote interviews and meetings with clients; and
3. Prompt response to reasonable accommodation requests.

D. If dangerous or unhealthy conditions occur in the workplace, the employer, ~~in consultation~~ will consult with the union, ~~will to~~ develop a plan that will resolve the condition, unless such consultation is not possible.

E. For the purposes of section 13.4(C) regarding infectious disease, the resolution process described in Article 8.2(D) applies.

Specialists

18.7 Salary Differentials

(A) Specialist/Coordinator Differential

The Project Director may within their sole discretion create, fill, refill, eliminate, or discontinue one position of Specialist 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, and 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.~~

Job Titles and Duties

ADD TO SECTION 14.4 (SPECIFIC JOB DESCRIPTIONS):

Justice Learning Center Program Associate

The Justice Learning Center (JLC) Program Associate is a part of the Legal Support Unit and reports to the Director of Continuing Legal Education and Professional Development.

Responsibilities:

- Oversee the logistics of LSNYC's professional training programs, including continuing legal education, professional development, professional conferences and task force meetings.
- Support LSNYC staff to develop and promote training programs, including working with trainers to facilitate timely preparation of materials
- Conduct multimedia pre-production, production, and post-production work
- Handle JLC web content and assist in administering the web-based training registration and database systems
- Format and distribute paper and electronic documents for JLC training programs
- Determine and execute event needs, including set up of physical space, providing technology requested, ensuring the production of materials, securing external space when needed, and arranging catering when needed
- Provide customer service related to trainings
- Reconcile attendance lists and fees, track credits, and furnish refunds when necessary
- Manage and maintain JLC training and accreditation materials in paper and electronic form
- Prepare reports on JLC activities for funders and accreditation boards
- Process JLC invoices
- Order and maintain Legal Support Unit legal library materials
- Perform other JLC duties as directed

Technology Production Assistant Job Description

Job will be moved from Salary Scale H to Salary Scale G (which under salary scale equity adjustments would be moved to Scale F)

Responsibilities:

- Works with multimedia, pre-production, production and post-production work for web distribution
- Edits training and other program videos for legal and paraprofessional staff as part of legal education priorities and professional development tools

- Posts edited videos in internal library and posts on external sites for access of lawyers and all staff to meet CLE training requirements
- Assists in recording of trainings as a backup recording of training events when necessary
- Works with, participates in testing to support the evaluation and development of learning center integrations and changes managed by the JLC technical coordinator.
- Coordinates and compiles documents and training materials from internal and external authors of multiple projects
- Creates electronic and digital document compilation for distribution via email, optical media and the web
- Organizes and “publishes” training materials for CLE and certificate-based programs and events to the JLC You-Tube posting site
- Sets up meeting space internally and externally including a variety of computer and multimedia platforms
- Assists staff in administering the CLE training program/ events and certificates
- Services internal and external customers in accessing training materials, CLE and other certificates at the JLC
- Distributes incoming mail to staff designated mailboxes and stamps out-going mail
- Restocks kitchen supplies
- Replenishes printers’ toner and copier paper
- Relieves receptionist for lunch and breaks. Covers switchboard when receptionist is out
- Performs other JLC tasks and duties as requested