

COLLECTIVE BARGAINING AGREEMENT

between the

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

and

Mobilization for Justice, Inc.

January 1, 2021 to December 31, 2023

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COLLECTIVE BARGAINING AGREEMENT dated as of this 26th day of February, 2021, by and between the LEGAL SERVICES STAFF ASSOCIATION, National Organization of Legal Services Workers, International Union, UAW, Local 2320, AFL-CIO, (the "Union") and MOBILIZATION FOR JUSTICE, INC. (the "Employer"), effective as of and retroactive to **January 1, 2021**, DECLARE:

1.0 THE UNION/MANAGEMENT RELATION

1.1. Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Employer listed in the classifications described in the Office of Collective Bargaining Decision No. 46-47 (Docket Nos. RU-340-72, RE-25-73 and RE-70-74) dated September 9, 1974 supplementing Decision No. 85-73, dated October 29, 1973, as follows: Reginald Heber Smith Fellows, Senior Social Worker, Social Worker, Senior Attorney, Staff Attorney, Legal Services Assistant, Investigator, Staff Secretary, Executive Secretary, Clerk Messenger, Community Aide, Coordinating Attorney, Law Student paid 100% from LSNY budget, Assistant Bookkeeper, Maintenance Person, Switchboard Operator, Receptionist, Law Graduate, Food Law Training Coordinator, Process Server, Food Law Research Coordinator, Intake Officer, Mailroom Specialist. Some of these titles were not part of the OCB ruling but were subsequently added by mutual agreement of the parties. All Unit Director classifications originally certified as Union lines have subsequently been removed from the unit on consent. Any additional titles created during the term of the agreement shall be represented by the Union, if appropriate.

1.2 New Programs

Any employees of newly created or affiliated programs, divisions or projects ("affiliated programs") shall be accreted to the unit and such program, division or project, shall be considered an Employee for all purposes, subject to the following: The parties shall meet to determine whether these entities and their employees shall be subject to the terms of this Agreement in light of applicable labor law. If there is no agreement between the parties and the matter is submitted to arbitration, the arbitrator shall be bound by applicable labor law.

1.3 Employees of New Programs

Any employee of a newly created or affiliated office, delegate corporation, or program shall be accreted to the bargaining unit and such office, corporation, or program shall be considered an Employer for all purposes.

1.4 Non-Managerial, Non-Union Workers

(A) The parties recognize that the presence of large numbers of non-managerial, non-Union workers undermines the proper role of the Collective Bargaining Agreement; thus, the Employer agrees not to allow such workers to work in such numbers as will undermine the Collective Bargaining Agreement.

- (B) Grievances regarding **Section 1.4** may only be initiated by the Union delegate or by a member of the Union's Executive Committee.

1.5 Labor-Management Committee

(A) Establishment

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall establish a Labor-Management Committee.

(B) Mandate

The Committee shall consider and recommend changes in the terms and conditions of the employment of the employees who are covered by this Agreement. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Labor-Management Committee. The Committee shall also consider development of training pursuant to Section 12.3, matters relating to occupational safety and health pursuant to Section 13.4, and matters regarding diversity, hiring, and retention of women and minority employees pursuant to Section 16.3 of the collective bargaining agreement.

(C) Composition

The Committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the Employer shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The Committee shall select a chairperson from among its members at each meeting. The Chair for each meeting shall alternate between members designated by the Employer and the members designated by the Union. Committee recommendations shall be reduced to writing for submission to the Employer and the Union.

(D) Meetings

The Committee shall meet at the call of either the Union members or the Employer members at times agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee and to the Executive Director and the President of the Union.

1.6 Bulletin Boards

The Employer shall make available to the Union reasonable space for the Union to place a bulletin board in each office. All notices placed on these boards by the Union shall be on Union stationery and shall be used only to notify employees of matters pertaining to Union affairs.

1.7 Use of Employer Facilities

Upon request to the responsible official in charge of a work location, the Union may use Employer's premises for meetings, consistent with this contract, but such meetings may only be held during employee's lunch hours and non-working hours, subject to availability of appropriate space, and must not unreasonably interfere with Employer business. Such notice should be at least twenty four (24) hours in advance, when possible.

1.8 Release Time

- (A) Union delegates in each office may use reasonable work time for contract administration and grievance processing. A designated member of the Union Executive Committee may substitute for the office delegate to process individual grievances. Necessary parties shall be released from work for attendance at arbitration or contractual committee sessions scheduled during working hours.
- (B) In order for all employees to attend shop meetings held on site during lunch hour or off site every other month, the Employer agrees to cover reception, upon 24 hours' notice, for not more than one shop meeting per month. Employer agrees to provide two (2) hours' release time for shop meetings held off site every other month. Except in emergency situations, it is understood that such shop meetings will be arranged with maximum notice to the Employer.
- (C) All other Union activity shall be during non-working time, except four (4) members may be designated by the Union as part of its Negotiating Committee and may use up to six (6) hours a week for a total of 24 work hours for contract preparation and negotiations.
- (D) Employer shall permit up to four (4) delegates to receive two (2) days per year in release time to attend delegate training.

1.9 No Strikes

Neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

1.10 No Lockouts

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

1.11 Agency Shop

It shall be a condition of employment under this Agreement that all employees covered hereunder shall be members of the Union in good standing, except that if a person chooses not to join the Union, s/he shall pay registration and agency fees to the Union in such amounts as the Union may prescribe. In no event shall the registration or agency fee exceed, respectively, the initiation fees or dues required of Union Members.

2.0 CHECK-OFFS/DEDUCTIONS

2.1 Dues/Fees

(A) Deduction

Upon written authorization from the employee affected, the Employer shall deduct from the wages of each employee covered by this Agreement, all such fees and dues as are prescribed by the Union (see **Appendix B** attached).

(B) Termination for Failure to Pay

If, within thirty (30) days of employment, an employee fails to be a member in good standing of the Union or fails to pay a registration fee or to commence paying agency fees as stated in **Section 1.11** above, the Employer, upon request by the Union, shall discharge said employee. Upon subsequent failure to maintain membership in good standing or to pay agency fees, the Employer, upon request by the Union, shall discharge said employee.

(C) Opportunity to Pay

If an employee pays the requisite dues or fees within five (5) days of receiving notice of termination pursuant to **Section 2.1(B)**, the termination shall be rescinded.

(D) Remission to Union

The Employer shall remit monthly to the Union all Union dues and fees collected pursuant to this Article, no later than five (5) days after receipt by the Employer from its payroll data processing contractor of a statement of the amount withheld from the prior month's payroll checks pursuant to this article.

(E) Suspension during Unpaid Leave

During any period of unpaid leave of absence, these provisions shall be suspended.

2.2 Liability Arising from Enforcement

The Union shall indemnify and hold the Employer harmless against liability or economic loss that shall arise out of or by reason of action taken by the Employer, which action was requested by the Union under the provisions of this article.

Nonetheless, the Union shall have no obligation to indemnify the Employer if the Employer:

- (A)** fails to notify the Union within ten (10) business days of any suit brought or claim made against the Employer as a result of the operation of this article; or
- (B)** confesses judgment or settles any such claim without the Union's consent; or

- (C) fails to appear or defend in good faith any suit brought as a result of the operation of this article.

2.3 Credit Union Deductions

The Employer shall deduct such Credit Union payments as authorized in writing by the employee and shall forward said payments to the 65 Family Federal Credit Union at the time of payment of the employee's paycheck.

2.4 UAW V-CAP

- (A) The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that such employee executed or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" (hereinafter "V-CAP form") (see, **Appendix C**). The Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked V-CAP form.
- (B) Deductions shall be made only in accordance with the provisions of, and in the amounts designated in, said V-CAP form together with the provisions of this section of the Agreement.
- (C) A properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under applicable V-CAP forms which have been properly executed and are in effect.
- (D) Deductions shall be made pursuant to the forms received by the Employer, from the employee's first Union dues period in the first month following receipt of the V-CAP form and shall continue until the V-CAP form is revoked in writing.
- (E) The Employer agrees to remit said deductions promptly to "UAW V-CAP", care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

3.0 RIGHTS OF TEMPORARY, PERMANENT, AND STUDENT WORKERS

3.1 Temporary Employees

- (A) A temporary employee who works fourteen (14) or more hours per week shall be deemed an employee within the meaning of this Agreement, entitled to all the benefits and subject to all the burdens thereof, after having worked three (3) months or if the employee has been hired with the expectation of his/her being employed at least three (3) months, except that termination of his/her employment at the end of the period for which s/he has been hired shall not be grievable. The Employer recognizes the Union's concern that hiring large numbers of temporary employees tends to undercut the proper role of this Collective Bargaining Agreement. The Union recognizes the Employer's need to hire temporaries in individual cases and in circumstances such as grants of funds for limited duration and funds that will not recur. Based upon these mutual recognitions the Employer agrees not to hire temporaries in such numbers as will undermine the Collective Bargaining Agreement.
- (B) A temporary employee employed for less than three (3) months shall have a probationary period equal to the term of employment. Temporary employees employed for three (3) months or longer, shall have the normal probationary period for the classification.

A temporary employee shall be defined as one:

1. Replacing an employee on a leave of absence; or
2. Hired for a period of not more than twelve (12) months; or
3. Hired on a line, the grant for which has not been renewed at least once for at least twelve (12) months.

Any current or newly hired employee not covered by the above definition shall be classified as a permanent employee.

- (C) In the event that a temporary worker is hired, the Personnel Action Form for the hiring of that temporary worker must reflect the reason for which that worker was hired and the rate at which that worker was hired.
- (D) Before a temporary employee is hired as a permanent worker, the permanent position shall be posted in accordance with **Section 17.9** of the Contract.

3.2 Permanent Employees

A permanent employee who works fourteen (14) or more hours per week, is entitled to all benefits, including but not limited to, prorated sick and annual leave and all health benefits not precluded by the contract with health insurance carriers.

3.3 Law Students

Law Student employees paid 100% out of LSNY's budget shall receive sick leave and those health benefits not precluded by the contract with the health carriers. They shall not accrue annual leave.

3.4 Temporary Agency Workers

No collective bargaining unit position may be filled by a person placed in a program from a temporary employment agency for a period of more than six (6) weeks except where the person is filling in for an employee who is on a leave from which the employee is expected to return. Under this exception the maximum amount of time temporary employment agency work may be used is four (4) months.

4.0 HOURS AND DAYS OF WORK

4.1 Overtime/Compensatory Time Generally

(A) Non-Exempt Employees

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

(B) Exempt Employees

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

4.2 Regular Work Hours

Regular work hours begin between 8:00 a.m. and 10:00 a.m., and end between 4:00 p.m. and 6:00 p.m. If an employee begins work at 8:00 a.m., they end work at 4:00 p.m.; if they begin work at 10:00 a.m., they end work at 6:00 p.m. All Administrative Assistants and Executive Secretaries shall have regular work hours of 9:00 a.m. to 5:00 p.m.

4.3 Overtime; Prior Approval

Prior approval to work overtime must be obtained from the Executive Director or a person authorized by the Executive Director to grant such prior approval. Such approval shall not be unreasonably withheld.

4.4 Attorney and Paralegal Caseloads

(A) The parties wish to ensure that attorneys and paralegals zealously represent as many clients as reasonably possible consistent with their obligation to act in accordance with the Rules of Professional Conduct and the Employer's commitment to provide high quality legal services. In accordance with this

principle, if more than forty (40) active cases are assigned to an attorney or paralegal at one time, the Employer will, in a grievance, have the burden of showing that the attorney can handle those cases competently. If fewer than forty (40) cases are assigned to an attorney or paralegal at one time, the attorney or paralegal shall, in a grievance, have the burden of showing that the attorney or paralegal has too many active cases to allow the attorney or paralegal to handle those cases competently. It is acknowledged that all attorneys and paralegals have inactive cases and may have a variety of other responsibilities.

- (B) Factors to be considered in applying the above standard shall include, but not be limited to, other responsibilities assigned to the attorney or paralegal besides handling active cases, the number of hours the attorney or paralegal reasonably spends handling his/her cases, the amount of work reasonably required in particular cases depending on their nature and complexity, and the usual amount of time other attorneys or paralegals in legal services programs citywide spend handling their responsibilities.
- (C) Active cases are defined as cases that require:
 - 1. a court or administrative hearing appearance within one month for which meaningful preparations are necessary; or
 - 2. investigation, fact gathering, research, discovery, negotiations or legal writing within one (1) month; or
 - 3. preparation of applications, letters, or other form of advocacy to secure a government benefit.
- (D) The following activities are not to be considered meaningful so as to define a case as active:
 - 1. sporadic contacts with clients, adversaries, or
 - 2. timekeeping, statistical record keeping or case review responsibilities.
- (E) An individual attorney or paralegal's willingness to handle more than forty (40) active cases shall not set a precedent for himself/herself or other attorneys or paralegals.
- (F) **Section 8.2(E)** shall govern any caseload grievance.

4.5 Compensatory Time

(A) Prior Approval

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

(B) Accumulation Not to Be Sold

No employee may be paid for accumulated compensatory time.

(C) Accumulation at Termination

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

(D) Not for Lunch Hour

Lunch hours may not be shortened in order to earn compensatory time, or unless the Executive Director agrees otherwise, to shorten the working day.

4.6 Arrival Time; Grace Period

There shall be a minimum grace period for arrival in the office of ten (10) minutes per day in each office. Extension of such grace period shall be allowed in the discretion of the Executive Director. It is recognized that the grace period is not a reduction of the work week.

4.7 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
Indigenous Peoples' Day
Election Day (Tues. after 1st Mon. in Nov.)
Veterans Day
Thanksgiving Day and the Friday immediately following
Christmas Day

(B) Holidays Falling on Weekends

Holidays that fall on a Saturday will be scheduled for the previous Friday and those that fall on a Sunday will be scheduled for the following Monday.

(C) New York State Dates

When a holiday is celebrated on different dates by the federal and state governments, the holiday will be celebrated on the date fixed by the state.

(D) Holiday Court Appearances

An employee who must make a Court appearance on one of the days enumerated in **Section 4.7** shall receive an additional leave day in its place. Said day shall not

be added to accrued annual leave.

(E) Annual Notice of Dates

On or before January 1 of each year, the Employer shall notify all employees of the date on which the enumerated holidays will fall in that calendar year.

4.8 Alteration of Timesheets/Deductions in Pay

The Employer shall give written notice to the employee of any alteration of the employee's timesheet within three (3) days after making the alteration, except if such alteration will result in a reduction of pay. In such cases, the Employer shall give the employee ten (10) days' written notice prior to the alteration taking effect.

4.9 Part-Time Prior to Retirement

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

5.0 ECONOMIC BENEFITS

5.1 Insurance Coverage

(A) 1. Health Care Coverage

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

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

(i) In-Network Co-Payments: The employer will reimburse employees for the difference in co-payments for in-network covered expenses. The employer will reimburse employees for the difference in co-payments for Home Health Care up to Oxford Freedom Metro Plan's (POS) allowable forty (40) visits per year.

(ii) Prescription Drug Co-Payments: The employer will reimburse employees for the difference in co-payments for covered prescription medications.

(iii) Out-of-Network Major Medical Expenses: The employee will

continue to be responsible for a \$250 yearly deductible for a single individual and a \$625 deductible for families for out-of-network expenses. Once the employee has satisfied his or her deductible, the employer will reimburse employees for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for coinsurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).

(iv) Out-of-Network Hospital Benefits: The employer will reimburse employees for the difference in out-of-network emergency room co-payments. For hospital and surgical in-patient and out-patient expenses, the employee will continue to be responsible for a \$250 yearly deductible for a single individual and a \$625 deductible for families. Once the employee has satisfied his or her deductible, the employer will reimburse employees for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).

(v) Out-of-Network Mental Health Benefits: For mental health and substance abuse out-patient treatment, the employee will continue to be responsible for a \$250 deductible for a single individual and \$625 for families. Once the employee has satisfied his or her deductible, the Employer will reimburse employees for 50% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 50% of these charges. Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS). In-patient mental health treatment and in-patient substance abuse treatment are in-network only benefits under the Oxford Freedom Select Plan; therefore, if an employee chooses to use an out-of-network provider for these services, the employee will be solely responsible for the deductible and co-insurance as set forth in the Oxford Freedom Metro Plan (POS).

(vi) Other Out-of-Network Care: For other types of care covered by the Oxford Freedom Metro Plan (POS) but not mentioned above, the employee will continue to be responsible for a \$250 deductible for single individuals and \$625 for families. Once the employee has satisfied his or her deductible, the employer will reimburse employee for out-of-network expenses at 80% of charges up to \$2,750 for a single individual and \$5,375 for families, and the employee will be responsible for 20% of these charges.

Once the employer has paid out \$2,750 for a single individual and \$5,375 for a family, the employee will be solely responsible for co-insurance payments at the rates set forth in the Oxford Freedom Metro Plan (POS).

(vii) Partial Reimbursement of Medical Expenses as Described

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

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

3. **Dental Coverage**

The Employer offers the DG 2000 PPO-Plan X2 offered by Guardian Life Insurance Co. at no cost to the employee.

4. **Life Insurance and Long-Term Disability Insurance**

The Employer will provide Life and Accidental Death & Dismemberment insurance coverage and Long-Term Disability insurance.

5. **Vision Coverage**

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

- (B)** The Employer shall provide health, dental, and vision insurance coverage for the domestic partner of an employee, as well as the legal dependents if such coverage

is available for dependents, of such domestic partner. Such coverage shall be provided as soon as it is offered by the carrier.

- (C) All premiums shall be paid by the Employer, except as provided by **Section 5.1(F)** and **Section 6.7(C)** below.
- (D) Employees shall submit their insurance claims directly to the appropriate insurance carrier. The Employer shall provide appropriate claim forms and other information necessary to process such claims and shall arrange for at least two (2) visits per year by the Employer's health administrator or consultant to each office to explain and answer questions about health coverage, procedures for payment and any other relevant topics.
- (E) In the event of unilateral changes by the carrier, the Employer and the Union shall negotiate and agree upon appropriate alterations in coverage.
- (F) **Exclusion of Insured Spouses and Insured Domestic Partners** Employee spouses and domestic partners who have insurance coverage through their own employers are excluded from the Employer's health plan. For purposes of the spouse and domestic partner exclusion, insurance coverage through their own employers shall mean any comprehensive health plan, including an HMO or HIP, where the employer pays at least 50% of the premiums. An employee who seeks to include a spouse or domestic partner in the Employer's plan must do the following:
 - 1. If the spouse or domestic partner is employed, s/he shall provide an appropriate authorization for Release of Information, limited to health care coverage, premium costs, and employee contribution rates, from said employer. Such authorizations shall be provided annually, or upon the spouse or domestic partner's change of employment. The employee and/or their spouse or partner shall make reasonable efforts to get the employer of the spouse or partner to provide the required information to MFJ. The employee/spouse/partner's efforts shall be presumptively reasonable, provided they take steps to encourage the employer to provide the required information, including but not limited to sending emails or making telephone calls to the employer. Insurance coverage provided under this subsection shall not be terminated prior to notice to employee of proposed termination and a hearing on whether the employee/spouse/partner's efforts were reasonable.
 - 2. If the spouse or same partner is not employed, s/he shall execute a sworn attestation to the effect that employer-paid health insurance benefits are not available to him/her. Such attestations shall be executed quarterly.

3. If a formerly employed spouse or same sex domestic partner loses their employment-based insurance coverage, they must present the following documents to Employer to be added to Employer's coverage:
 - a. A COBRA letter from spouse or partner's current or former employer; and
 - b. A copy of an online verification from the previous insurance carrier or a copy of the medical card from the previous insurance carrier.
- (G) The Employer will offer \$1,500 annually to any employee who opts off the Employer health benefits plan. If the employee also takes all of his or her children off the plan, he or she will receive another \$1,500 annually. Electing off of the Employer's health coverage under this provision requires proof of other coverage and is subject to plan election requirements. These sums shall be paid out as added salary paid out in biweekly paychecks, and shall continue to be paid to the employee any time that the employee's health care premiums are being paid.

5.2 Pension

- (A) Contributions shall be made annually to a tax-deferred annuity plan and shall be made on behalf of employees with one (1) year or more of service. The plan shall provide for immediate vesting. The Employer shall contribute 7.5% of gross pay to the tax-deferred annuity plan.
- (B) Each employee shall be granted two (2) hours of release time per calendar year to be used for personal investment training and investment advising with the administrator of the tax-deferred annuity plan. Upon an employee's hire and at first anniversary of hire, orientation materials and provider contact information will be provided by the Employer.
- (C) The Employer shall establish a joint union-management pension advisory committee. This committee shall have an equal number of members appointed by the Employer and the Union. The purpose of this committee is to participate in a review of current proposed plans and to make recommendations to the Trustees of the plan. Notice of any proposed significant changes in the plan will be provided to the joint union-management pension advisory committee. It is understood that ultimate responsibility and authority for decision-making regarding aspects of the plan rests solely with the Trustees.
- (D) The Employer agrees to make good-faith efforts to assure that the tax-deferred annuity plan provides a wide range of investment options, and that plan permits employees to make their own contributions immediately upon commencing employment.

5.3 Educational Loan Reimbursement

The Employer shall establish a fund to assist professional employees with professional school debt. The Employer will provide \$20,000.00 in each year of this contract to be used solely for the professional school loan assistance fund. This amount shall be distributed in December of each year as follows:

- (1) To apply for assistance, an employee shall provide his her or her name, together with all information required by the formulas below, to a Union delegate. To be eligible to receive assistance an employee must be employed by Employer at the time assistance is distributed. The Union will be responsible for providing employee eligibility information to the Employer.
- (2) The amount of assistance provided to an applicant shall be calculated by multiplying the applicant's Factor Value by \$20,000.00. An applicant's Factor Value shall be calculated as follows:

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

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

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

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

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

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

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

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

5.4 Childcare Assistance Fund

The Employer shall establish a fund to assist employees with childcare expenses. The Employer will provide \$4,000.00 in each year of this contract to be used solely for the childcare assistance fund. This amount shall be distributed in December of each year as follows:

- (1) To apply for assistance, an employee shall provide their name, together with all information required by the formulas below, to a Union delegate. To be

eligible to receive assistance an employee must be employed by Employer at the time assistance is distributed. The Union will be responsible for providing employee eligibility information to the Employer.

- (2) The amount of assistance provided to an applicant shall be calculated by multiplying the applicant's Factor Value by \$4,000.00. An applicant's Factor Value shall be calculated as follows:

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

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

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

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

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

(D:I) Debt to Income Ratio: An applicant's debt to income ratio shall be determined by dividing the monthly childcare expenses (including for daycare, camps, afterschool programs, and other similar expenses) by the monthly, pre-tax salary paid to the applicant by Employer.

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

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

5.5 Education Fund

- (A) Effective January 1, 1985, the Employer agrees to contribute one-half of one percent (.5%) of the gross pay of Legal Workers to the UAW Education Funds for the purpose of enabling employees to pursue their educational goals and for such other educational and training endeavors as shall be undertaken by the Union and the Employer for the benefit of the employees and the Employer.
- (B) In the event the UAW Education Fund ceases to exist or the college program it administers ceases operation, the Employer and the Union shall meet to negotiate a new arrangement for the Employer's Education Fund contributions. The new arrangement shall not result in the diminution of the contribution paid on behalf of legal worker employees.
- (C) On an annual basis the Union shall provide the Employer with a report of all Employees who used the Education Fund.

5.6 Malpractice Insurance

The Employer shall maintain for the employees standard malpractice and liability insurance of the scope provided by NLADA. The Employer agrees to pay any deductible required under the malpractice insurance policy and will not seek contribution from any employee regarding such deductible. Eligibility for coverage for the benefits shall not be more restricted than it was at this date. The Employer will notify the Union in advance of any changes in benefits or eligibility proposed by NLADA of which the Employer has received notice from NLADA. The Employer's failure to provide such notice shall not create any rights or impose any restrictions or liabilities.

5.7 Salary Conversion Plan

The Employer shall establish a Salary Conversion Plan which shall facilitate the establishment of employee spending accounts to the extent permissible by law. The plan will be operational January 1, 1994.

5.8 Retirement Payment

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

6.0 LEAVES OF ABSENCE

6.1 Accrual of Annual Leave

(A) Generally

Annual leave shall accumulate at one day in each of the 26 pay periods in the year (for a total of 26 days). In addition to annual leave, each employee shall receive two floating holidays (two days) each calendar year that can be taken during that calendar year. These floating holidays shall not accrue or carry over to the next calendar year. The first two annual days taken in a calendar year shall always be deemed floating holidays. During the pay period in which an employee terminates, they shall receive a prorated number of annual leave days based upon days worked in that month.

(B) Cumulative

1. Accrual of annual leave shall be cumulative. Accrual shall be capped at 60 days as of January 1, 2004. Any employee who has accrued more than 60 days as of January 1, 2004 shall be capped at the number of days of leave accrued as of that date ("grandfather amount"). Employees shall accrue leave up to and until they reach their grandfather amount or 60 days, whichever is greater. Anyone who has an accrued leave balance of 60 days or his/her grandfather amount, whichever is greater, shall not accrue leave in each month during which the balance is at or above 60 days. However, if the employee takes leave to bring his/her balance below 60 days or his/her grandfather amount, s/he shall be awarded that month's portion of annual leave at the end of the month, up to the greater of his/her

grandfather amount or 60 days. In the event that an employee who would not accrue leave in a given month applies 14 calendar days in advance and is denied a requested vacation, that employee shall accrue leave until such vacation is approved and taken.

2. During December and June, the Employer will prepare and distribute to each employee a statement of how many accumulated annual leave days the employee will have at the end of that month.

(C) Basis

Annual leave shall accumulate on the basis of days worked or while on paid leave other than terminal leave except as limited by this section. Neither annual nor sick leave will accrue during any time when an employee is using accumulated (or “banked”) leave once an employee has exhausted his or her annual allocation of sick and annual leave.

(D) Holiday during Leave

If a paid holiday falls while an employee is on annual leave, that day will not be deducted from the employee’s accrued annual leave.

(E) New Employees

An Employee begins to accrue Annual Leave on the first day of his/her employment, but new employees shall not be entitled to use Annual Leave until they have completed their probationary period of employment or have been employed for three (3) months, whichever is shorter. During this initial period, however, a new employee may, upon appropriate prior notice to the Executive Director, borrow up to two (2) days of leave from the accumulated leave that will be available at the end of the initial period.

- (F)** Law Students employed full-time during the summer shall not accrue annual leave.

6.2 Scheduling of Annual Leave

(A) Approval

Annual leave is to be scheduled subject to the approval of the employee’s supervisor or the Executive Director. Annual leave scheduling requests shall be responded to expeditiously and shall not be unreasonably denied.

(B) Number of Consecutive Days

If the employee so requests, at least twenty (20) annual leave days may be used consecutively.

(C) Conflicts

In the event of a conflict in the vacation preferences of two (2) employees, seniority shall govern.

(D) Personal Days

During each year of employment, up to five (5) days of annual leave may be taken without notice, although notice should be given, where possible, of the intent to use any annual leave days.

(E) Conversion to Sick Leave

Upon an employee's request, accrued annual leave shall be converted to sick leave in case of serious documented illness.

6.3 Payments for Leave Days

Payments of accumulated annual leave days prior to a vacation or upon termination of employment will be made in the following manner:

- (A)** An employee who is discharged shall be paid for all accumulated annual leave on the date of the employee's termination, or as soon thereafter as final time records can be received and processed by the Employer.
- (B)** An employee who resigns may receive payment for all accumulated annual leave to which they are entitled. Such payment shall be made on the next administratively feasible payroll date, but no later than one pay period after the date of termination.
- (C)** Notwithstanding the above:

 - 1. No employee will be paid for more than forty (40) accumulated annual leave days during the period beginning one (1) month prior to resignation and continuing subsequent thereto. All days above forty (40) will be forfeited.
 - 2. No employee will be paid for more than forty (40) accumulated annual leave days upon termination, other than resignation. All days above forty (40) will be forfeited.
 - 3. No person employed for less than three (3) months shall be paid for any accumulated annual leave days (any days borrowed during this initial period shall be recouped from the last payroll check).
- (D)** A payment for an appropriate number of accumulated annual leave days will be made to an employee on the day prior to the start of a vacation period of at least two (2) weeks, if the employee makes a request for such a payment to the Employer at least two (2) weeks before the vacation is to start. Employees may request pay checks due during vacation under this section.
- (E)** Upon two (2) weeks prior request, checks issued pursuant to **Section 6.3 (D)** will be prepared, where permissible by law, to preserve a tax withholding percentage consistent with the percentage applicable to the employee's regular pay

check.

(F) Vacation Leave to Estate

Upon death of employee, the Employer shall pay the administrator or the executor of employee's estate the value of the all accrued vacation leave to which the employee would have been entitled, subject to a 40-day limitation.

(G) Attendance Records

Employees shall make reasonable efforts to submit attendance records to Employer by the end of the last business day of each pay period.

6.4 Sick Leave

- (A)**
1. Annual sick leave shall be taken only for personal illness or when needed to care for a family member. 'Family member' in this section shall be defined in the way it is defined in the New York City Paid Safe and Sick Leave law: child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis); spouse (current or former, and regardless of whether they reside together); domestic partner (current or former, and regardless of whether they reside together); parent; child or parent of an employee's spouse or domestic partner; grandchild; grandparent; sibling (half, adopted, or step sibling); any other individual related by blood to the employee; any other individual whose close association with the employee is the equivalent of a family relationship. The parties acknowledge the requirements set forth in New York State Labor Law Section 196-b, and agree that the paid time off benefits set forth in this Agreement are (i) comparable to the leave provided in the New York State Paid Sick Leave Law, and (ii) comparable to the leave provided in the New York City Paid Safe and Sick Leave Law. All other specific compliance with State and City sick leave laws shall be waived.
 2. Employees may take up to twelve (12) weeks unpaid leave for a serious health condition that makes the employee unable to perform their job or when needed to care for a child, spouse, domestic partner or parent who has a serious health condition. Any said sick leave taken pursuant to **paragraph (A)(1)** of this article shall count against the twelve (12)-week leave described in this paragraph.

Employees who take leave under **Section 6.4(A)(2)** shall continue to be covered by the Employer's health care and dental plans as provided in **Section 5.1** for up to twelve (12) weeks. In no event shall the employee be entitled to more than a total of twelve (12) weeks of employer-paid health and dental insurance under **Section 6.4(A)(2)**. Employees who take leave under **Section 6.8** of the contract shall continue to be covered by the

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

3. Any medically necessary leave taken pursuant to paragraph (2) above, may be on a reduced schedule or intermittent basis, provided that the employee must attempt to schedule such leave so as not to disrupt the Employer's operations. Reduced schedule leave refers to a reduction in the usual number of scheduled work hours per week or per day. Intermittent leave refers to leaves taken in separate blocks of time due to a single illness or injury, rather than for a continuous period of time.
- (B) An employee is entitled to eighteen (18) sick days annually, which shall accrue at one and one-half (1-1/2) days per month.
- (C) The Executive Director or the employee's Supervisor may request documentation of an illness.
- (D) Employees will receive reports of the amount of accrued sick leave as of December and June.
- (E) Sick leave is cumulative.
- (F) Upon separation, an employee shall forfeit all accumulated sick leave.
- (G) 1. An employee who is unable to work because of illness or disability and who has no remaining accumulated sick leave shall use accumulated annual leave days in accordance with the usual procedure for annual leave.
2. If an employee has used all accumulated sick leave and annual leave, additional sick leave days may be obtained as follows:
- (a) If the employee has been employed for one(1) full year or more, the Employer will loan up to ten (10) days of sick leave to the employee upon request.
 - (b) If the employee has been employed for less than one (1) full year, or has already been loaned ten (10) additional days pursuant to section 6.4(G)(2)(a), additional sick leave days may be loaned in the discretion of the Executive Director, whose approval of loan requests shall not be unreasonably withheld
 - (c) All loans of sick leave shall be confirmed in writing, signed by the

employee and the Employer;

- (d) All loans of sick leave shall be repaid by application to the loan of all sick leave accumulated by the employee after the loan, until the loan is extinguished. Any outstanding loans at the time of termination shall be recouped from the last payroll check.
- (H) Unless a definite duration of his/her absence has been established or unless other arrangements have been made with the employee's supervisor or the Executive Director regarding the absence, an employee absent due to illness shall call in each day of his/her absence.
- (I) An employee who is unable to work due to illness or other disability and receives sick or annual leave pay for more than five (5) consecutive days shall prepare and submit a claim for short-term disability benefits for the benefit of the Employer.

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

6.5 Bereavement Leave

- (A) An employee who suffers the death of an uncle, aunt, niece, or nephew who is a member of the employee's household, or a spouse or domestic partner, parent, step-parent, sibling, child, step-child, grandparent, grandchild, spouse or domestic partner of a child or step-child, parent of a spouse or parent of a domestic partner, or live-in mate or non-traditional family member with whom the employee shared an emotional commitment and interdependence, shall be entitled to six (6) days' leave of absence with pay.
- (B) An employee who suffers the death of an uncle, aunt, niece, or nephew who is not a member of the employee's household, or member of the same household, shall be entitled to one (1) day's leave with pay if the death does not require travel outside the metropolitan area, or two (2) days if it does require such travel.
- (C) An employee who wishes to take bereavement leave for a loved one not named in **Section 6.5(A)**, or to extend bereavement under **6.5(A) or (B)** beyond the days provided in the contract for bereavement leave, may use up to two (2) days of annual leave or sick leave each year to extend bereavement leave without using any personal leave days.

6.6 Jury Duty

- (A) An employee who is required to perform jury duty shall receive full pay.

- (B) Any compensation received by the employee as a result of jury duty (excluding transportation and meals) during this period shall be surrendered to the Employer.

6.7 Unpaid Leaves

(A) Discretionary Leaves

1. Upon request, the Executive Director may grant an employee a leave of absence without pay at any time. If the leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. However, if the employee's line is vacant, s/he may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
2. Approval of requests for discretionary leaves of absence shall not be unreasonably withheld. It is understood that one ground for refusal to grant discretionary leave may be staffing problems in the employee's office, but not the fact that all legal services offices need additional staff.

(B) Leaves of Right

1. Parenthood leave - see **Section 6.8**
2. The President of the Union is entitled to two (2) leaves of absence per year without pay, upon one (1) month's written notice. Each leave shall not be for less than one (1) month.
3. An employee is entitled to a leave of absence without pay if the employee has been employed for four (4) full years, computed on the following basis:
 - (a) An employee who was hired after a break in service due to termination of employment will be credited with employment only since the most recent date of rehire.
 - (b) Any period of time on unpaid leave of absence will be deducted.
4. The leave of absence established by **Section 6.7 (B)(3)** shall be granted subject to the following conditions:
 - (a) The leave must be for an established period, ending on a date certain, stated in advance of the leave, not less than nine (9) months, nor more than twelve (12) months, after it commences.
 - (b) The employee has a right to return to work on the date certain. However, if the employee's line is vacant, s/he may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
 - (c) Requests for such leaves must be made at least three (3) months prior to the proposed starting date of the leave (the notice period may be shortened by consent of the Employer and the employee).
 - (d) The Executive Director may delay the proposed starting date of the

leave for up to three (3) months, based only on staffing problems which the Executive Director believes may be lessened by the delay, provided that this delay must be decided upon within one (1) month from the date that the employee gives notice pursuant to the preceding paragraph.

- (e) An employee must wait one (1) year after returning from any leave without pay (of more than three (3) months) that commenced prior to the signing of this Agreement and two (2) years after returning from any leave without pay (of more than three (3) months) that commences after the signing of this Agreement, before taking the leave of absence granted under **Section 6.7(B)(3)**. The Executive Director may waive the provisions of the preceding sentence. For purposes of this paragraph, Parenthood Leave shall be excluded.
- (f)
 - 1. If the Employer has less than seven (7) full-time attorneys (including management but excluding volunteers), only one (1) attorney and one (1) legal worker may be on the leave as of right provided in **Section 6.7(B)(3)**.
 - 2. If the Employer has seven (7) or more full-time attorneys (as calculated above), three (3) employees may be on such leave at one time. If two (2) or more employees wish to take a leave as of right pursuant to this subsection in such a fashion that mutual exercise of the right will exceed the office quota, the employee with the longer period of consecutive employment in the office shall be allowed to take the first leave. This total of three (3) may include no more than two (2) attorneys.
- (C) The Employer will continue insurance coverage, to the extent permitted by the insurer, for employees on any unpaid leave, at the employee's expense and upon advance written request accompanied by payment of the first premium involved.

6.8 Parenthood and Maternity Disability

- (A) Maternity disability shall be treated the same as all other disability for purposes of leave and benefit provisions.
- (B) Upon 30 days' notice, when it is foreseeable (or as soon as practicable when 30 days' notice is not practicable) of intent, and upon three (3) weeks' notice of the specific proposed starting date, an employee, male or female, shall be entitled to a leave of absence of up to twelve (12) months for a new child of said employee. S/he may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave. Employees who have worked for Employer for 26 or more consecutive weeks as of the date of birth or adoption of a child shall be entitled to 60 paid days of parental leave, plus use of 20 sick days and accrued annual leave time with six (6) months' health insurance benefits provided. Employees on

parenting leave will accrue sick and annual leave time for 28 annual leave days and 18 sick days used for parenting leave, but will not continue to accrue for other sick and annual leave days used for parenting leave. Any sick or annual leave days applied to a parenthood leave must be used consecutively. For the length of the employee's parental leave, employer has the right to temporarily reassign staff or assign cases to do the work of the employee on leave.

Parental leave must be taken within 12 months of the birth or adoption of a child. It is understood that parental leave set forth above shall run concurrently with the New York State Paid Family Leave (NYPFL), and Employer will seek reimbursement from the NYPFL insurance carrier for parental leave MFJ has paid an employee.

- (C) Parenthood leave shall be available to parents of newborn or newly adopted children. Parenthood leave shall also be available to the employee whose domestic partner is the biological or adoptive parent of the child.
- (D) For all parenthood leaves, a date certain shall be set for the employee's return to employment. However, if the employee's line is vacant, s/he may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.
- (E) Any employee who desires to work part-time during the term of any parenthood leave shall be permitted to do so, if a position is available. The Executive Director may agree to employ the employee on a part-time basis if such employment is feasible and reasonable to the working of the project.

6.9 Accrual of Benefits During Leave

An employee shall be deemed to be accruing length of service credit while on a leave of absence taken as of right, and for no more than a total of 12 months while on a discretionary leave, for all benefits relating to or dependent upon length of employment, except that length of service credit will not accrue for employees with less than two (2) years of employment, exclusive of unpaid leave, prior to a discretionary leave of absence, or for employees with less than one (1) year of employment, exclusive of unpaid leave, prior to a leave of absence as of right. However, length of service credit will accrue for leaves in effect as of the date this Agreement is signed.

7.0 JOB TENURE

7.1 Termination After Three Bar Failures

A Law Graduate, even when a probationary employee, may not be fired solely for first or second failure of the bar exam. However, employees who have failed the bar exam on three (3) occasions shall be terminated, except upon waiver of this provision by the

Executive Director. To obtain this waiver, the employee's immediate Supervisor must submit a written recommendation to the Executive Director within 30 days after publication of the results of the most recent Bar Exam in the New York Law Journal. A request for a waiver must state a description of the duties the employee will perform, the employee's usefulness to the program and the program's need to retain the employee. In the event that the employee's immediate Supervisor decides not to request a waiver, s/he shall so advise the Executive Director in writing.

7.2 Layoffs

(A) Generally

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

1. Layoffs shall be implemented within classification. The Executive Director shall determine the employees to be laid off within each classification as follows:
 - (a) Within each classification, employees with less than one (1) year of seniority in the classification shall be laid off first, their order of selection to be determined as provided in **paragraph (b)** below. After this group of employees is wholly exhausted, layoffs shall be made from among the employees with less than three (3) years of service within the classification, their order of selection to be determined as provided in **paragraph (b)** below. After these two groups of employees are wholly exhausted, layoffs shall be made from among the employees with less than eight (8) years of service in the classification, their order of selection to be determined as provided in **paragraph (b)** below.

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

- (b) Layoffs within each seniority group shall be implemented in inverse classification seniority order, except that the Executive Director when considering the entire seniority group of employees in the classification shall consider affirmative action and may vary from seniority order either
 - i. because of an affirmative action considerations; or
 - ii because of relevant foreign language skills needed for client services. The Employer shall have the burden of proof

of demonstrating that the foreign language skills of the person are needed for client services and a variance from seniority order under this provision may not be applied to more than one person per language per 12-month period and may not be used for more than two languages per 12-month period.

- iii. because of other unique skills or knowledge of substantive law needed for a particular position as reflected by an explicit requirement of a contract or grant from a funder that cannot in good faith be modified, such as a fellowship. A variance from seniority under this provision may not be applied to more than one person per 12-month period; however, exceptions for any Skadden, Equal Justice Works, OSI/Community Justice, or other similarly structured competitive fellowships not unique to Employer will not count toward the maximum. Nothing in this provision should be interpreted to suggest that layoffs can be done by seniority within a unit, project or practice group rather than seniority within a classification.
2. In the event the Union seeks to arbitrate a layoff out of inverse seniority order, the issue for the Arbitrator shall be:
Was there a "significant difference" between the relevant employees which satisfies the contract requirement in order for there to be a layoff out of inverse seniority order? Any such arbitration shall utilize the expedited grievance procedure under **Section 8.2(B)** without the stay provision.
3. A supervisory, managerial or other non-bargaining unit employee who returns to a bargaining unit position, after successfully bidding for a posted position, shall be granted full credit only for the length of service s/he had previously accrued in any bargaining unit positions held immediately prior to becoming a manager.
4. Employees on leave of absence shall be considered active employees in the classification in which they were employed at the time they began their Leave of Absence.
5. An employee, and the Union delegate, shall be provided with 25 days' notice of the employee's layoff. Said notice shall state the nature of the economic or business related reason for the layoff. At least 25 days prior to providing a notice of layoff(s) to an employee or employees, the Employer will notify the Union delegate that a layoff or layoffs will be implemented for good faith economic or business related reasons. The Employer shall consider any alternative proposals provided by the Union. The presenting of such proposals and/or the Employer's considerations with regard thereto shall not in any way interfere with or restrict the Employer's right to effectuate the layoff(s) as scheduled.
6. For purposes of this provision, Legal Services Assistant and Senior Legal

Services Assistant and Staff Attorney and Senior Staff Attorney shall each be considered one classification.

7. If an Executive Secretary is scheduled to be laid off s/he has the option of "bumping" a Staff Secretary with the least seniority, if the Staff Secretary has less seniority than the Executive Secretary. An Executive Secretary exercising this right to bump shall be placed at the same step of the Staff Secretary salary schedule as his/her step on the Executive Secretary schedule.
8. After the Employer schedules a layoff, whether or not the specific employee has yet been named, an employee in the classification may elect to volunteer to be laid off and such election shall be honored, and retain his/her eligibility for severance pay.
9. Classification seniority shall be defined as an employee's entire period or periods of active employment in the classification. Classification seniority shall include VISTA time with the Employer in the same classification. An employee designated to be laid off who was promoted from another classification shall be given seniority credit for 50% of his/her time in such prior classification, for purposes of the layoff provision.
10. Employees retained after a layoff may be assigned to a different unit, project or practice group because of workload and/or staffing considerations.

(B) Redesign

1. Program redesign decisions mean general policy decisions to fundamentally restructure the program as a whole, within the sole authority of the Board, as determined by the Board. Program redesign decisions shall not include decisions relating to day-to-day matters involving the operation of the program.
2. It is recognized that before the Board of Directors exercises its decision making prerogatives with regard to program redesign, it should seek input from the employees of the program. To that end, one of the following procedures shall be followed:
 - (a) A draft of the proposal for redesign merger, reorganization, consolidation or other successor agreement(s) will be distributed to the Union three (3) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. Where practical, the draft will be distributed up to six (6) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. In order to ensure that the Board members considering the issue have the opportunity to engage in a meaningful discussion with the Union at that meeting with regard to any proposed changes submitted by the Union with regard to the proposed plan, all comments must be submitted, in writing, at least one (1) week prior to the scheduled meeting.

- (b) If the Board of Directors determines to develop its redesign plan in consultation with representatives of the employees, whether through public hearings, multi-lateral ad hoc committees or otherwise, in lieu of the procedure in paragraph one (1) above, the product of that consultative process will be distributed at least 10 calendar days prior to the meeting at which the proposal is to be considered and decided upon. All comments on that proposal shall be submitted in writing at least five (5) calendar days in advance of that meeting.
- 3. The Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the merged, reorganized, consolidated or successor entity or entities shall recognize the Union as the collective bargaining representative of the employees covered herein and be bound by the terms of the collective bargaining agreement in effect at the time of the merger, consolidation, reorganization or other successorship for the remainder of the period of the agreement.
- 4. The Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the acquiring entity or entities retain the employees by seniority.
- 5. The Employer will provide the Union with written notice that it has complied with Paragraphs 7.2(B)(3) and 7.2(B)(4) at least thirty (30) days before the agreement(s) go(es) into effect, if practicable; however, in no event fewer than ten (10) days before the agreement(s) go(es) into effect.

(C) Severance

- 1. An employee who is laid off shall be entitled to severance pay according to the following schedule:

At Least Six Months:	One Week
At Least One Year:	Two Weeks
At Least Three Years:	Three Weeks
At Least Four Years:	Four Weeks
Five Years and Over:	Five Weeks

Further, an employee who is laid off shall be entitled to receive a continuation of his/her previous health insurance coverage to be paid by the Employer according to the following schedule:

One Year of Employment:	Two Months of Health Care
Two Years of Employment:	Three Months of Health Care
Three Years of Employment:	Four Months of Health Care
Four Years of Employment:	Five Months of Health Care
Five Years of Employment:	Six Months of Health Care
Six Years of Employment:	Seven Months of Health Care

Seven Years of Employment:	Eight Months of Health Care
Eight Years of Employment:	Nine Months of Health Care
Nine Years of Employment:	Ten Months of Health Care
Ten Years of Employment:	Eleven Months of Health Care

Eleven or more Years of Employment:	Twelve Months of Health Care
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A laid off employee who is receiving the continued health care coverage should make a good faith effort to notify the Employer if s/he receives alternative coverage from a new employer. However, the employee will not be liable if such notification is not given.

2. An employee who receives severance pay and is subsequently recalled shall, for purposes of future severance pay entitlement only, have his/her seniority computed from the date of reemployment.

(D) Recall Rights

1. A laid off employee shall have recall rights to a position in the same classification within his/her program in inverse order of the order of layoff, *i.e.*, the last laid off shall be the first recalled. Recall rights to a particular position are contingent on the employee's ability to satisfactorily perform the duties of the position without retraining. Recall rights shall exist for the lesser of twelve (12) months or the length of the employee's seniority.
2. A laid off employee and the Union shall be notified of recall by certified mail to his/her last address of record or by personal telephone communication and shall have one (1) week from said notice to advise the Executive Director whether s/he will accept the recall. An employee accepting the recall shall have two (2) additional weeks to a total of up to three (3) weeks from receipt of the notice to report to work unless the Employer, in its discretion, agrees to a later date. An employee who does not accept a recall offer or who does not report on the designated date shall go to the bottom of the recall list.

(E) Hiring Preference for Laid Off Workers

The following provision shall apply to an employee who has been laid off and remains on the recall list, or to an employee who is scheduled to be laid off on a date certain. All references below to a "laid off employee" shall be deemed to include both categories referred to in the preceding sentence.

1. A laid off employee shall have the right to apply to fill a job vacancy posted by the Employer and shall be considered along with employees in the bargaining unit, if any, who have applied for the vacant position.
2. The Employer shall select the most qualified among qualified employee applicants and may take affirmative action into consideration. It is intended

that under these provisions, assuming at least one of the employee applicants is qualified, the vacancy will be filled without comparing employee applicants to outside applicants. If there is no qualified laid off employee applying for the vacancy, this provision shall not be applicable and the provisions of **Section 15.4(A)** shall continue to govern the application of any active employee for the vacancy.

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

(F) Financial Disclosure

The Employer shall provide the Union with the following information:

1. Approved annual budgets and any approved revisions to such budgets shall be given to the Union within one week after such budgets are approved; and
2. On a quarterly basis, the Union shall be given financial reports for the Employer, which include actual income and expenses, for the preceding quarter including a statement of budget variance.
3. The Employer agrees to provide the Union with the names, salaries or other remuneration, dates of employment and work responsibilities of all non-collective bargaining unit employees as well as, but not limited to, consultants, independent contractors and non-collective bargaining unit temporary workers. Exempt from this section is information related to the fees paid to the Employer's legal counsel. A report of this information shall be provided to the Union on a quarterly basis.

7.3 Employment Status After Expiration of DACA/TPS

- (A) In the event that the DACA/TPS program is terminated, the Employer guarantees any employee participating in one of those programs employment for as long as the employee continues to have status, subject to other terms of this Agreement related to discipline and termination.
- (B) In the event the DACA/TPS program is terminated, and an employee participating in one of those programs is unable to secure work authorization through other means, MFJ will provide two (2) months' salary in addition to accrued annual leave and the benefits that are described in CBA Section 7.2(C) as if they had been laid off.
- (C) The Employer guarantees the affected employee a right to return and retain

previous job position if DACA or TPS is reinstated, or if employee otherwise becomes eligible for employment, whichever occurs sooner. The employee shall have recall rights identical to those articulated in Section 7.2(D) of this agreement.

- (D) Employer will provide 100% reimbursement for DACA and TPS work permit and renewal fees upon submission of receipts demonstrating payment, up to a cap of \$4,000 over the course of employment with Employer.
- (E) Employer will make best efforts to secure pro bono assistance for staff who have legal issues regarding their immigration status that arise from the termination of DACA or TPS.

8.0 GRIEVANCE

Adjustment of all complaints, disputes, or controversies concerning the interpretation, operation or application of this Agreement, personnel practices, rules or regulations, shall be disposed of as per the following sections:

8.1 Usual Grievance Handling Procedure

(A) Steps

- Step 1.** The aggrieved with his/her delegate or Union representative if s/he desires, may choose to discuss the matter with the employee's immediate managerial supervisor (which may include a Director of Operations, Supervising Attorney, Deputy Director or Executive Director), within five (5) business days after the employee knows or should have known of the alleged dispute, in an attempt to resolve said grievance. After this step all grievances and responses must be in writing.
- Step 2.** If the grievance is not adjusted at Step 1, or should the employee choose not to invoke the Step 1 procedure, then the grievance, in writing, must be filed with the Deputy Director. The grievance shall state the nature of the claim, the contract provision if any, or any other basis listed in **Section 8.0** above, and the remedy requested. This step must be taken within five (5) business days of the Step 1 decision, should there be one, or if no Step 1 discussion has taken place, then within ten (10) business days of when the employee knows or should have known of the alleged dispute. The Deputy Director shall respond within five (5) business days of submission of the grievance.
- Step 3.** If the grievance is not adjusted at Step 2, then the grievance, in writing, must be filed with the Executive Director. This step must be taken within five (5) business days of the receipt of the Step 2 decision or if the employee opts to forgo Step 2, within ten (10) business days of when the employee knows or should have known of the alleged dispute. A copy of all prior steps, written grievances and responses shall be attached to the grievance filed with the Executive Director. A failure to so attach shall not affect the timeliness of an otherwise timely filed grievance. If applicable, a

copy of the writing referred to in this step must be given to the Deputy Director or supervisor whose decision is being appealed. The Executive Director shall respond within five (5) business days of submission of the grievance. If the Executive Director is the immediate supervisor, then the employee shall begin at Step 3 after which they can proceed to Step 2 and then Step 4.

Step 4. If the grievance is not adjusted at Step 3, the Union may submit the dispute to arbitration, in writing, within twenty (20) business days of the receipt of the prior Step decision.

(B) At Steps 2 and 3, hearings shall be held, if requested by the employee, in writing, at the time of invocation of the particular step. The hearing must be within the response period. The decision must then be rendered within five (5) business days of the hearing. If neither the grievant nor the Union representative appears at the hearing without good cause, it shall constitute a final denial of the grievance. The hearings shall be informal and conducted in as expeditious a manner as possible, consistent with the grievant's right to make a full statement of his/her case. The parties shall provide relevant documents and witnesses reasonably necessary for the processing of grievances.

(C) If the person to whom the grievance is submitted for a decision, in accord with the steps outlined above, shall have failed to render a decision within the time allotted, then upon employee or Union demand, filed with the person after their failure, s/he must render a decision in writing within two (2) full business days or the grievance will be sustained. During this two (2) day period, neither the Union nor the employee shall have obligation to proceed to the next grievance step.

(D) **Entries in personnel files.**

Any document or entry placed in an employee's personnel file, may be grieved by said employee in accord with the steps outlined above. The time to file such a grievance shall be within five (5) business days of receipt of the appropriate notice of such entry as called for in **Section 11.3**. Should the employee's grievance be sustained, then the remedy is expungement.

8.2 Exceptions to Usual Grievance Handling Procedure

(A) **Job Classification/Salary Scale**

A grievance respecting assignment of duties outside job classification or concerning salary scale shall be initiated no later than one hundred twenty (120) days after the employee shall become aware of the claimed violation.

(B) **Termination/Suspensions**

In grievances arising out of discharges or suspensions, the following steps must be followed in lieu of the above:

Step 1. The Executive Director who initiated or approved the action complained of and the employee and the Union representative shall meet within three (3) business days of filing of the written grievance. Said filing must be within five (5) business days of learning of the complained action. The Executive Director must respond in writing within three (3) business days of the hearing.

Step 2. If the grievance is not adjusted at Step 1, the Union may submit the dispute to arbitration under the expedited arbitration rules of the American Arbitration Association within ten (10) business days from the date of the denial.

Failure of the Executive Director to render a decision within the time allotted in this section shall result in an automatic stay of this discharge or suspension for the period of the delay. During such a stay, the employee and the Union shall have no obligation to proceed to the next step. Upon employee or Union demand, filed with the Executive Director, respectively, after s/he has failed to meet a time requirement, s/he must render a decision within 48 hours (two full business days) or the discharge or suspension shall be deemed rescinded.

(C) Union or Employer Grievance

Step 1. A Union grievance against the Employer and an Employer grievance against the Union shall be filed in writing with the Executive Director, if appropriate, or with the Union President within thirty (30) business days after the Union or the Employer knew or should have known of the alleged dispute. The opposing party must respond in writing within five (5) business days. If requested by either party within five (5) business days of receipt of the response, a hearing shall be held within five (5) business days of the request for a hearing.

Step 2. If the grievance is not adjusted, the Executive Director or Union President may submit the grievance to arbitration within fifteen (15) business days of the response. In the event of an alleged violation of the no strike/no lockout clause, the response must be within two (2) business days of the filing of the grievance, and arbitration may be invoked two (2) business days after the grievance is filed. Expedited arbitration will be available as established in **Section 8.2(B)** of this Article.

(D) Work Rules/Change in Conditions

When the Union or an employee claims that the Employer has implemented, or has indicated an intention to implement, a system or rule that constitutes a change in working conditions, assignments or rules, over which bargaining is required as a matter of law, without first bargaining over the proposed change or addition

with the Union, the Union or an employee must submit a request to bargain within thirty (30) business days after the Union or the employee knew or should have known of the alleged dispute, and the following procedure shall govern:

Step 1. The parties shall immediately undertake such bargaining process. If the bargaining is not satisfactorily resolved within ten (10) working days of the Union's initial request to bargain, unless either party declares an impasse at an earlier time (but no less than five (5) days after such initial request) the Executive Director or his/her designee shall participate in the bargaining process. Should the Executive Director or his/her designee thereafter decide that impasse has been reached, the Employer may implement its proposed system or rule.

Step 2. If the Union is not satisfied with the reasonableness of the decision or lack of good faith bargaining, it may submit the reasonableness of the Employer's decision or lack of good faith bargaining to binding arbitration within ten (10) business days of bargaining impasse. An arbitrator selected to hear a case hereunder shall schedule a date within one (1) week to hear the matter and must render a decision expeditiously. No adjournment may be granted except upon mutual consent of the parties, and failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.

Within thirty (30) days of the execution of this Agreement, the Employer and the Union shall designate jointly a panel of five (5) arbitrators from which the arbitrator to hear a grievance pursuant to this section shall be chosen.

(E) Caseload Grievance

The following procedure shall govern any caseload grievance, which must be filed within thirty (30) business days after the employee knew or should have known of the alleged dispute:

Step 1. Upon the filing of a written grievance, the grievant's immediate supervisor must, within five (5) business days, conduct a case review with the grievant and his/her union representative or delegate if desired. Only upon agreement by both parties, may this five (5) day period be extended. Once the grievant and his/her immediate supervisor meet, the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) business days. Thereafter, the supervisor shall have three (3) business days in which to render a written decision. If the grievant's immediate supervisor does not schedule a case review within five (5) business days, or a written decision is not rendered within three (3) business days, the grievant shall be permitted to proceed to Step 2 of this

process as if the grievance was not adjusted at Step 1.

If at the case review it is determined that the grievant has more cases than s/he can competently handle, the grievant's caseload shall be reduced to a level that s/he can competently handle.

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

If at the case review it is determined that the grievant has more cases than s/he can competently handle, the grievant's caseload shall be reduced to a level that s/he can competently handle.

Step 3. If the grievance is not adjusted at Step 2, the grievant may submit the matter to binding arbitration within ten (10) business days of the Step 2 decision. An arbitrator selected to hear a case hereunder shall schedule a date within one (1) week to hear the matter and must render a decision expeditiously. No adjournment may be granted except upon mutual consent of the parties, and failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.

Within sixty (60) days of the execution of this Agreement, the Employer and the Union shall jointly designate a panel of arbitrators from which an arbitrator shall be chosen to hear a grievance pursuant to this section. The panel of arbitrators shall consist of former Legal Aid or Legal Services attorneys or other attorneys familiar with the case load demands of a Legal Services attorney.

8.3 Arbitration

(A) The arbitrator shall be appointed by the American Arbitration Association in accordance with its rules and regulations and such appointee shall be the arbitrator

in the matter involved. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the arbitrator shall not have the power to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.

- (B) The expense of any arbitration and the administrative costs of any arbitration shall be shared equally by the Employer and the Union. Attorney's fees and costs of transcripts ordered by one party shall not be shared.
- (C) The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered thereby for any claimed violation of this contract for any and all acts or omissions claimed to have been committed by either party in violation of the Agreement during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate or modify awards or to enforce the no-strike or lockout provision) in lieu of any and all other remedies, forums of law, in equity or otherwise which will or may be available to either of the parties. No individual may initiate the arbitration proceedings.

8.4 Miscellaneous Provisions

- (A) Grievances at all stages may be attended by a Union representative, if any. A copy of the reply to the grievance by the Employer at each step shall be delivered to the employee and the Union representative, if any.
- (B) If a grievance in which salary is involved is resolved in the grievant's favor, pay shall be retroactive to the date the violation occurred.
- (C) At least forty-eight (48) hours' notice of a hearing must be given to an employee in grievances not involving suspensions or discharge. If the grievance does involve a discharge or a suspension, said notice must be at least twenty-four (24) hours.
- (D) To guarantee timeliness of the grievance claim, whenever filing or submission is required, it shall be accomplished by receipt of a writing alleging the grievance within the specified period by the appropriate supervisor. Should the supervisor be unavailable, this shall be accomplished by delivery of a copy to any managerial person. Filing at a higher step for purposes of timeliness shall not cause the appropriate first step to be skipped. If the supervisor is unavailable to conduct the hearing, there shall be a stay of the action being grieved.
- (E) The Executive Director shall appoint a designee to accept delivery of a grievance in his/her absence. If the Executive Director and his/her designee are unavailable, the time limit for the filing at that step shall be tolled until s/he is available. Such tolling shall not result in a stay of the action being grieved.
- (F) The grievance procedure set out in this article may be used by any employee

covered by this Agreement, or by the Union. Nevertheless, any restriction appearing in other sections of this Agreement which specifically limits who may initiate a grievance under that section, to the Union, shall govern.

9.0 POST-PROBATIONARY DISCIPLINE

9.1 Discharge or Suspension

No employee who has completed his/her probationary period shall be discharged or suspended except for just cause. A post-probationary employee will not be discharged for inadequate job performance (excluding gross misconduct) without having received at least one prior unsatisfactory evaluation or having received one written warning notice that specifies the inadequate job performance. The Employer then shall engage in an interactive process to identify specific steps to address the job performance problems identified in the aforementioned unsatisfactory evaluation and/or written warning. The employee shall then have a period, appropriate to the performance issue, that is at least two months to correct the problem(s) identified in the warning and/or evaluation. An evaluation intended to serve as a warning shall expressly so provide.

- (A) When the Employer believes that just cause exists to discharge an employee based on a repeated course of conduct or a single act or omission that does not constitute gross misconduct, the Employer must issue a written warning to the employee, specifying the conduct which constitutes the just cause for discharge.
- (B) When, after a warning under **Section 9.1(A)**, an employee continues in a course of conduct or acts again in a manner that gives rise to just cause for discharge, or when an employee commits an act or omission that constitutes gross misconduct, the Employer shall give to the employee and to the Union no less than two (2) weeks' written notice of its intention to discharge the employee. It is understood that, except in cases of gross misconduct, just cause shall require at least one prior warning for a related offense. The employee shall receive two (2) weeks' pay before the discharge becomes effective, plus accrued annual leave. In lieu of two (2) weeks' notice, the Employer may give the employee two (2) weeks' pay, plus accrued leave time.
- (C)
 - 1. When the Employer shall claim that just cause based upon gross misconduct exists to suspend an employee, the Employer may do so immediately, for a maximum of five (5) days.
 - 2. When the Employer shall claim that just cause based upon conduct other than gross misconduct exists, the Employer must first issue a warning. If the conduct persists, the Employer may suspend the employee for no more than five (5) days after having given one (1) week's notice.
 - 3. A written statement of the reasons for the suspension alleging just cause shall be delivered to the employee and to the Union in the notice, or in the case of an immediate suspension, within twenty-four (24) hours after the

suspension. Such a written statement may constitute warning, under this section, if it so states.

9.2 Warnings; Acknowledgement

Any warning issued hereunder, if it is to serve as the basis of a disciplinary action, must show an acknowledgment of receipt by the employee or a statement by an Employer representative that the employee refused to acknowledge receipt.

9.3 Warnings; Expired and Expunged

An employee who has received a disciplinary warning notice shall have such notice expunged from his/her file, if, after eighteen (18) months from receipt of said notice, the employee has not received any other written disciplinary notice.

9.4 Approval of Discharge or Suspension

Any discharge or suspension must be approved in writing by the Executive Director before it becomes effective.

9.5 Substance Abuse/Mental Health

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

10.0 PROBATION

10.1 Probation Generally

All employees shall be hired on a probationary basis.

10.2 Length of Probation

(A) According to Job Category

1. The probationary period for Social Workers and Legal Services Assistants shall be four (4) months.
2. The probationary period for Attorneys admitted to the bar at the time of employment shall be six (6) months.
3. A law school graduate, not admitted to the bar when hired, shall have a three (3) month probationary period as a Law Graduate. Upon completion of this period, s/he will be a non-probationary Law Graduate until bar admission. After admission, the Law Graduate shall become a Staff Attorney and have another three (3) month probationary period.
4. All other employees will be employed on a probationary basis for two (2) months from the date of employment.

(B) Tolerated by Suspension or Unpaid Leave

Any period during which an employee is suspended or on unpaid leave will be added to the probationary period.

(C) Extension of Probation

The probationary period may be extended by consent of the Employer and Union.

10.3 New Probation after Promotion

(A) Passing

An employee who is promoted to a higher position within the bargaining unit shall be subject to a probationary period of two (2) worked months regarding the new job duties of the promoted position. An employee who remains in the promoted position after the expiration of the probationary period shall be deemed to have qualified for the promoted position.

(B) Failing

If an employee described in **Section 10.3(A)** fails to adequately perform the new job duties of the promoted position to the satisfaction of the Employer or if the employee wishes to return to the former position during the probationary period, s/he shall return to the former position on at least four (4) weeks' notice, except that if an employee has moved to a higher level position outside his/her corporation and desires to return to the original corporation, the employee shall have a right to so return during the probationary period if the former line or position is still vacant at the time the employee gives notice of his/her intention to return to the former position. Otherwise, s/he may only return at the Executive Director's discretion.

(C) Social Work Position

A legal worker who accepts a Social Work position outside his/her present corporation, shall be subject to a four (4) month probationary period. A legal worker who accepts any position other than a Social Worker position outside his/her present corporation shall be subject to a two (2) month probationary period.

10.4 Discharge during Probation

(A) Cause

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

expressly understood that the discharge of a probationary employee may be for either objective or subjective job-related reasons which would not be considered "just cause" for a post-probationary employee. A discharge occurs within the probationary period if the notice is given during the period. If the employee submits a written request, the Employer shall give the reason for the termination in writing within five (5) days of such request.

2. The grievance mechanism is otherwise available during the probationary period.

(B) Notice/Severance

An employee who is terminated during the probationary period shall be given no less than two (2) weeks' notice in writing, unless, because of gross misconduct, the decision is made to terminate his/her employment in a shorter period of time, in which case the employee shall only be paid for the days until his/her termination.

11.0 PERSONNEL RECORDS

11.1 Right to Review

An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. This right of review extends to any and all personnel records or files mentioned in this article. Copies of all written material provided to a third party, except references, shall be mailed to the employee involved.

11.2 Concerning Performance or Character

It is understood that the Employer maintains personnel records on employees containing fiscal information and administrative information necessary for fiscal reasons, and may maintain personnel files on employees containing documents relating to performance of his/her duties or character.

11.3 Right to Receive Copies and Respond

An employee shall be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her personnel file, and shall have the right to have placed in such file, his/her statement concerning any such document. This copy shall be given within twenty (20) days either by hand (with an acknowledgement by the employee) or by mail (return receipt must be used in this instance).

11.4 Grievance and Remedy

An employee shall have the right to grieve the placing of any document in his/her file regarding performance of his/her duties or character. The grievance may be based on the substance of the document or failure of the Employer to comply with service provisions of **Section 11.3** above. Should the grievance be sustained, then the remedy is expungement.

11.5 Disclosure

(A) Generally Prohibited

Nothing shall be disclosed from such files to third parties without the express or implied consent of the employee or under legal process. It is recognized that an employee who lists Employer as a current or past employer is impliedly consenting to Employer's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to Employer's disclosure of salary and employment information. A disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this article.

(B) During Grievance

During the pendency of a grievance, the Employer is stayed from disclosing the contents of the document being grieved to a potential employer. Should the grievance not be sustained, then the employee shall have the right to have placed in the file his/her statement concerning the document and any disclosure made to a potential employer which includes the document referred to herein shall also include said employee statement.

(C) When Disclosure Is Permitted

Appropriate persons within Employer, an arbitrator in a matter involving the Employer or the Union or any of its members, or for the purpose of obtaining information relevant to the regulation or supervision of Employer, government agencies involved with the regulation or supervision of the Employer program, shall not be considered third parties.

(D) Disclosure to Union

1. Basic Information

The Employer shall provide the Union with the following information in writing for each employee who is in the bargaining unit employed at the effective date of this contract (only as to information described in e and f below) and, on the date of hire for each employee subsequently hired, or later if relevant:

- a.** Name of employee
- b.** Date of hire
- c.** Job Title
- d.** Salary
- e.** Whether the salary was modified in the Employer's discretion pursuant to provisions of this contract or otherwise. This includes modifications both at time of hire and during the term of employment.

- f. Termination date or date of beginning of unpaid leave.

2. Personnel Action Forms

The Employer shall also forward to the Union a copy of each Personnel Action Form (on employees within the bargaining unit) on the day such personnel action is approved.

12.0 TRAINING

12.1 Employer Obligations

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

12.2 Union Obligations

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

12.3 Development of Training

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

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

12.4 Orientation and Training

(A) All Employees

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

statement, based upon supervisory contacts with the employee and review of cases, regarding the employee's performance to date and whether it is satisfactory. This statement shall not be placed in the employee's personnel file.

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

(B) All Casehandling Staff

1. Newly hired casehandling staff shall not be required to handle their own caseload until they have received training and supervision sufficient to adequately handle those cases they have been assigned. All casehandling at trials and hearings shall be attended by a supervisory person during this period.
2. Attorneys, Law Graduates, and Legal Workers shall receive regular and continued training and supervision by the Employer which shall include, but not be limited to, training in relevant substantive areas of law, case maintenance, interview and advocacy skills, representation at administrative hearings or court, community outreach, education and organizing.

(C) Non Casehandling Staff

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

12.5 Procedures and Technology

(A) Training in Changed Office Procedures

The Employer is obligated to provide full training to all affected employees of new equipment, forms, responsibilities and procedures as soon as they are implemented in any office.

(B) New Office-Wide Technology

The Employer will provide the Union with written notice of introduction into the workplace of new, office-wide technology. Employer, in its discretion, may seek employee input in the roll-out or implementation of such office-wide technology. This provision shall not apply to new office equipment.

12.6 Language Training

Language training in those languages relevant to legal services work shall be provided at the introductory level and for intermediate and advanced conversational course.

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

12.7 Training Sessions

(A) Permission and Reimbursement for Sessions

Neither permission to attend training sessions, nor reimbursement for costs associated with training sessions, shall be unreasonably denied. Denial to attend a session, the subject matter of which does not directly relate to the employee's duties shall be reasonable if said denial is due to class size or financial limitations or needs of the office. Needs of the office may not be used so as to continually deny access to such training. To this end, and subject to the limitations above, the Employer recognizes the importance of all training whether it be directly related to the employee's current duties, or to expand an employee's skills so as to allow for job advancement or the provision of better services.

(B) Release/Compensatory Time

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

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

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

12.8 Supervision and Evaluation

Every employee is entitled to regular supervision and evaluation by the Employer of his/her performance.

- (A) All employees are entitled, within reasonable limits, to request and receive supervisory assistance regarding problems in carrying out duties of their job at any time.
- (B) On an annual basis, each employee shall receive from the Employer a statement, based upon supervisory contacts with the employee, regarding the employee's performance at the time and whether it is satisfactory. This statement shall be placed in the personnel file. This obligation cannot be satisfied with statements created during the probationary period.
- (C) All employees who are responsible for case-handling are entitled to post probationary reviews of their caseload by a supervisor with reasonable frequency, as required. The purpose of this review shall be to develop recommendations for additional training of the employee, to provide specific advice or training with regard to particular cases and to give the employee feedback regarding the Employer's appraisal of his/her performance.
- (D) Evaluations of an employee's performance should, when feasible, be made by a supervisor with reasonable knowledge of the employee's job performance.
- (E) An employee shall be given a draft copy of his/her evaluation and an opportunity to meet with his/her supervisor to discuss the evaluation before it is finalized. At the employee's request, the final evaluation shall make note of the employee's comments.

12.9 Training Grievances

Any grievance filed pursuant to the training article shall be filed by a Union delegate or by a member of the Union's Executive Committee. Failure to provide appropriate training is not a defense to discharge or suspension, except if the discharge or suspension for cause is directly related to the subject of a training event required by this contract and the employee was denied the opportunity to participate in such a training event.

Any request to attend a training session must be responded to within five (5) days. Any grievance filed over the refusal of permission to attend a training session, where the grievance would be mooted by the passage of time required for the normal grievance procedure may be filed pursuant to the expedited grievance procedure under **Section 8.2** without the stay provision.

13.0 OFFICE CONDITIONS

13.1 Compliance with Codes

The Employer will make its best efforts to comply with all applicable building and health

codes, particularly those relating to heat, as soon as potential or actual violations come to the Employer's attention.

13.2 Temperature, Water, Toilets

If on any date, the temperature in an office is below 62 degrees Fahrenheit, an employee may give notice of this condition to his/her managerial supervisor, the Executive Director, or their respective designees. Such notice may not be given prior to the start of the normal business day. If the temperature remains below 62 degrees for greater than one (1) hour after said notice, then upon approval of the person notified above, the employees of that office may leave work and receive full pay for that day. The sole ground for denial of permission to leave work pursuant to this section is that the temperature in the office is in fact above 62 at the end of the hour. The Employer will use its best efforts to ensure proper functioning and expeditious repair of air conditioning, equipment and facilities, including running water and toilets. Best efforts shall include, but not be limited to, calling for repairs within one (1) hour of notice to a supervisor within the office of the condition. In the absence of readily accessible functioning toilets within the building for at least three (3) hours after the Employer has been given notice, or if the office temperature exceeds 90 degrees for at least three (3) hours after the Employer has been given notice, the Employer shall either permit the employees to be released with pay or have them reassigned to other appropriate work locations. Any legal worker so reassigned shall be reassigned within the program or borough of regular employment.

13.3 Partitions

In order to ensure maximum privacy for clients and to preserve the attorney-client privilege, the Employer agrees to construct floor to ceiling partitions for the offices of all casehandling staff where architecturally feasible. The feasibility of such construction may be limited by the cost relating to lighting and airflow.

13.4 Office Health and Safety

- 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, in good repair and secure, and will continue efforts to improve the condition of offices in which its employees work. The Employer will act promptly to protect the safety of its employees if the workplace becomes unsafe.
- B.** 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. This section imposes no requirement that the Employer control the conditions of off-site locations.
- C.** Infectious Disease. The Employer will 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. Video conferencing facilities with which to conduct interviews with clients; and
3. Prompt response to reasonable accommodation requests as per MFJ's Reasonable Accommodation Policy.

D. The Labor-Management Committee created by Section 1.5 of the collective bargaining agreement shall consider matters relating to occupational safety and health.

- (1)
 - a. The Employer will provide training to staff to promote a safe, nonviolent atmosphere in the offices. Trainers will include outside professional experts.
 - b. The issues considered by the Labor-Management Committee shall include, but not be limited to, computer technology, toxic contamination, ventilation, air-conditioning, lighting, heating, plumbing, elevator service, security, security-related training, including training to handle emotionally disturbed and violent clients.
- (2) The Labor-Management Committee will produce proposals with respect to occupational safety and health, which the Committee believes would improve the occupational health or safety of the workplace.
- (3) The Labor-Management Committee will meet with the Executive Director and any additional representatives designated by the Union to discuss the proposals and their implementation.
- (4) The Executive Director will then adopt standards to be implemented by MFJ.
- (5) The Employer recognizes that ergonomically safe equipment can reduce occupational injury. The Employer will make best efforts when purchasing new equipment to obtain ergonomically safe equipment.

13.5 Breaks

The Employer will use its best efforts to provide Administrative Assistants with a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. It is understood that the failure to provide for a break does not entitle the employee to receive compensatory time off. This provision is not intended to reduce the breaks for any current employees.

13.6 Office Conditions Grievances

Grievances regarding this article may only be initiated by a Union delegate or by a member of the Union's Executive Committee.

13.7 Domestic Violence Policies

- (A) For the purposes of this contract, domestic violence shall include physical, emotional, or psychological violence or intimidation, stalking, or economic abuse against an employee of either sex by a person of either sex (a) with whom the employee has a child in common; (b) with whom the employee has had a domestic partnership; (c) with whom the employee is married or has been married; (d) with whom the employee is living or has lived; or (e) with whom the employee has engaged in a dating or sexual relationship.
- (B) The Employer will post information about domestic violence resources in each office after consulting outside experts. The information and the experts will be jointly agreed upon by the Union and the Employer.
- (C) The Employer will give copies of the same information to all current employees and then to new employees as they are hired.
- (D) The Employer will maintain the confidentiality of domestic violence-related information concerning employees to the extent practicable. Other employees will be informed only on a need-to-know basis. Whenever possible the victim will be notified in advance if there is a need to inform others. It is understood that in some circumstances the Employer may have to disclose domestic violence information to protect other employees.
- (E) In consultation with the Union, the Employer will create a process for employees to come forward in confidentiality to request help, resource information, reasonable accommodations in the workplace (including transfer of position within the program) or schedule to reduce the employee's vulnerability to domestic violence on the job, or to request leave. The Employer may request appropriate documentation. The Employer will not unreasonably deny requested accommodations.
- (F) Through the training committee and after consulting with experts in the field, the Employer will conduct training programs on domestic violence for employees covering the nature of domestic violence, available resource, and the provisions of this contract. The experts will be jointly selected by the Employer and the Union. As part of this training, supervisors will be briefed on the problem of domestic violence and their role in identifying employees in need of referral for assistance.
- (G) In addition to their existing rights to various leaves under this contract and federal law, employees shall have the following rights to the extent necessary to deal with a domestic violence situation:
 - 1. to take up to ten (10) days of annual leave without prior notice to the Employer
 - 2. to request unpaid leave of up to six (6) months, which request the Employer shall not unreasonably deny. The Employer may request

appropriate documentation.

- (H) On request, the Employer will assist an employee to develop a personal workplace safety plan. Employee requests for workplace accommodations as part of their plans will be responded to by the Employer under the processes established in Paragraphs E and F above.
- (I) The Employer shall allow an employee experiencing domestic violence to opt into the Employer's medical plan without regard to the plan's normal enrollment period to the extent that this is possible under the medical plan. The Employer may request appropriate documentation.
- (J) If in a disciplinary proceeding an employee alleges that the failure or action that is the subject of potential discipline is the result of domestic violence, the Employer
 1. may ask for appropriate documentation;
 2. shall refer the employee for appropriate assistance; and
 3. shall take domestic violence into reasonable account in the disciplinary proceeding.

14.0 JOB TITLES AND DUTIES

14.1 Uniformity of Job Titles

Job titles for similar duties shall be uniform throughout Employer.

14.2 Job Descriptions Generally

- (A) Persons may be asked to fill in for other individuals, when there is an emergency, or when an individual is at lunch, or on leave of any other kind. It is understood, however, that when a person is filling in, s/he is not expected to perform both his/her own job, and the fill-in job concurrently.
- (B) It is also understood that the person filling in is only expected to do so to the extent the duties are job-related and consistent with the person's own job description. The only exception to this is the position of Administrative Assistant. When it becomes necessary to fill in for the Administrative Assistant, and no suitable replacement can be found, any available employee may be requested to fill-in for the Administrative Assistant.
- (C) The same individual cannot be required, in every instance to substitute for other staff members, and this responsibility shall be rotated wherever possible. The rotation of this responsibility shall not, however, be used to violate or circumvent the provision in **Section 18.6** of this Collective Bargaining Agreement.
- (D) Wherever there is more than one person in an office in the same job title, the tasks encompassed within that job description shall be equally distributed. If only one

person is able to perform one of the tasks, the workload of that person shall be adjusted accordingly, so as to achieve an equitable balance.

- (E) In some instances, it may be necessary to combine two lines (for example, Staff Secretary/Legal Services Assistant). When this becomes necessary, the individual's job title will be defined, in writing, and the salary scale adjusted accordingly. If the higher paying job line takes a substantial portion of the individual's work week, the salary shall be that of the higher paying position. The combining of two lines will be done sparingly, and only if absolutely necessary.
- (F) A person may be assigned additional duties by his/her supervisor, but only to the extent that the duties are job-related and consistent with the person's own job description.
- (G) If the Employer proposes to make changes to the present job descriptions, the Union and the Employer shall meet to bargain over the proposals. Should no resolution be arrived at between the parties, the matter will be submitted to an arbitrator from the panel established by and pursuant to the work rule section of this contract. No change in job description shall be implemented until resolution of arbitration.
- (H) It is understood that any employee possessing bilingual skills may be required, consistent with his/her other job responsibilities, to perform the following tasks.
 - 1. Translating for clients who do not speak English;
 - 2. Providing simple verbal summaries (not word for word) of letters and legal documents in a foreign language known to the staff member (unless the staff member is fully capable of word for word translation of legal documents).
 - 3. Employees who are asked to provide oral or written interpretation services will receive training that includes a component on legal terminology. Noncasehandling staff will rotate translation and interpretation responsibilities.
- (I) Future hires for, or promotions to, the Social Worker with M.S.W. job title shall require a Masters in Social Work (M.S.W.). This title shall be a Legal Worker Classification 5.

14.3 Specific Job Descriptions

(A) Administrative Assistant [Class III Legal Worker]

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

- 1. Operating switchboard;
- 2. Taking messages and transmitting them appropriately;
- 3. Greeting prospective clients and visitors and determining whether they can be helped;

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

(B) Executive Secretary [Class III Legal Worker]

Secretaries with excellent administrative and clerical skills may be appointed or promoted to the position of Executive Secretary. The Executive Secretary is responsible for some or all of the following tasks:

1. Typing correspondence and legal papers.
2. Recommending the hiring of other staff members to the office supervisor and providing observations of the work performance of staff members under the Executive Secretary's supervision;
3. Supervision of Staff Secretaries and Switchboard Operator/ Receptionist;
4. Forwarding to Employer the time sheets submitted by staff members;
5. Distributing to staff members the accumulated annual leave and sick leave information from Employer;
6. Handling petty cash;
7. Preparing, authenticating and submitting monthly "personal reimbursements" for employees;
8. Maintaining court calendars in offices that have them;
9. Ordering office supplies and equipment;
10. Monitoring and making arrangements for proper maintenance of the office, its equipment and furniture and carrying out instructions relating thereto. If the employee is required to exercise discretion in carrying out these duties, including steps requiring expenditures, the employee shall not be disciplined for any reasonable exercise of that discretion.
11. Taking primary responsibility for the mail, and assigning it to the Staff Secretary or Switchboard Operator/Receptionist to sort, distribute, collect, label, stamp and post;
12. Taking the minutes of meetings of the Board of Directors if the individual is Executive Secretary to the Executive Director.

(C) Intake Officer [Class III Legal Worker]

The Intake Officer is responsible for some or all of the following tasks:

1. Initial screening of applicants for services, including obtaining necessary demographic data, initial determination of financial eligibility, ascertaining type of problem;
2. Opening files for eligible clients;
3. Referrals of ineligible clients;
4. Prepare and submit monthly statistical reports with demographic data, disposition of cases, and any other necessary statistical information;
5. Maintain and file records of all applicants for services;
6. File closed cases;
7. Help acclimate new employees in office to intake procedure;
8. Provide information and make referrals to phone callers.

(D) Legal Services Assistant (Paralegal) [Class IV Legal Worker]

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

1. Knowledge of one or more areas of law and the applicable procedures;
2. Interviewing clients in such area or areas and conducting intakes;
3. Advocacy for clients before social or governmental agencies;
4. Representation at administrative hearings;
5. Referral of clients;
6. Preparation of papers from standard forms;
7. Attendance at community group meetings;
8. Community outreach;
9. Writing reports, proposals and other documents;
10. Preparing letters and requesting documents to prepare clients' cases;
11. Receiving and maintaining accurate and up-to-date resource material in their area of expertise;
12. Contacting city marshals to determine the status of eviction warrants; and
13. Engaging in telephone advocacy.

(E) Process Server [Class III Legal Worker]

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

1. Serving process on attorneys, parties and witnesses
2. Preparing affidavits of service
3. Obtaining a license (to be paid by the Employer) to act as a Process Server
4. Knowing and complying with all laws and regulations pertaining to service of process and renewing said license
5. Knowing how to do, and doing all necessary tasks to obtain index and docket numbers, tracing index numbers, filing pleadings and other papers
6. Obtaining decisions and orders on motions or other applications in all courts appeared in by office casehandlers
7. Messenger duties

(F) Senior Attorney

A Senior Attorney must meet all of the requirements of a Staff Attorney. The responsibility of a Senior Attorney will include, in addition:

1. Depth of experience as a specialist in a primary field of practice; or
2. Demonstrated competence as a generalist in more complex legal issues.

The Senior Attorney will be responsible for assisting the Employer in the training of less experienced attorneys (the concept of training in this job description is not intended to mean the operating or setting up of training programs, or the supervision of staff, but is meant to include participation in and assisting with the Employer's training of staff). The Senior Attorney should be able to undertake major litigation with a minimum of supervision and/or be able to plan and develop community development programs.

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

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

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

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

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

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

(I) Specialist

The Specialist is an employee with recognized expertise in a particular specialty area of Legal Services work (including litigation skills). A Specialist will not be responsible for supervision or management as defined by applicable labor law. In addition to the other responsibilities of his/her job category, a Specialist is responsible for some or all of the following tasks:

1. Serve as a resource in the specialty area to other personnel of the Employer and client and community groups;
2. Prepare resource materials in the specialty area.

(J) Staff Attorney

Staff Attorneys are responsible for the provision of legal services to indigent individuals and eligible groups. The duties may include any of the following tasks:

1. Interviewing clients;
2. Giving legal advice;
3. Case intake and file maintenance;
4. Keeping current on the state of law and procedures within their area(s) of practice;
5. Doing legal research;
6. Preparing and drafting legal documents, pleadings, motions, briefs and appeals;
7. Representing clients in court, administrative agencies, and other appropriate forums; and
8. Collaborating or teaming with other staff for the purpose of assisting the Employer in training (the concept of training in this job description is not

intended to mean the operating or setting up of training programs, or the supervision of staff, but is meant to include participating in and assisting with the Employer's training of staff).

Attorneys will always act in accordance with the Rules of Professional Conduct, and nothing in this job description shall be construed so as to allow the Employer to cause the Staff Attorney to violate the Rules of Professional Conduct.

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

(K) Staff Secretary [Class II Legal Worker]

The Staff Secretary is responsible for some or all of the following tasks:

1. Typing papers, memoranda, and other documents from either recorded or written copy;
2. Taking messages and placing calls if the Casehandler assigned to them is unable to;
3. Making copies of documents that the Staff Secretary types, or that are necessary to the Casehandler the Staff Secretary works with;
4. Receiving, sorting, labeling, collecting, stamping and posting mail if assigned to do so by the supervisor;
5. Transcribing dictation; and
6. Filing.

(L) Tenant Organizer [Class IV Legal Worker]

The job description for Tenant Organizer shall be negotiated by the parties. This title shall be in Legal Worker Classification 4, as will all other non-attorney casehandlers except Social Worker with M.S.W.

(M) Litigation and Intake Support [Class III Legal Worker]

The Litigation and Intake Support worker is responsible for some or all of the following tasks:

1. Filing, either in person or electronically, pleadings, motions, orders to show cause, and other legal papers in all courts and administrative fora in which MFJ casehandlers appear;
2. Obtaining decisions, orders on motions, other applications, and other court- or agency- related documents in all courts and administrative fora in which MFJ casehandlers appear;
3. Looking up index and docket number in all courts and administrative fora in which MFJ casehandlers appear;
4. Copying court or administrative agency files in all courts and administrative fora in which MFJ casehandlers appear; duplicating, collating, and

- distributing these materials;
- 5. Entering case notes in and looking up information in the electronic case management system, as necessary to perform job duties;
- 6. Delivering case-related documents, materials or other items to outside locations, and bringing back to the office or to other locations such items as may be directed;
- 7. Drafting and executing affidavits of mailing and service;
- 8. Notarizing documents, as appropriate;
- 9. Supporting casehandlers by conducting home visits, assisting with repair access dates, investigating cases, conducting interviews, taking photographs, collecting evidence, writing reports and otherwise assisting in the preparation of cases;
- 10. Testifying as a fact witness at hearings, trials, administrative proceedings and similar situations; and
- 11. Occasionally contacting NYC marshals to determine if warrants of eviction are scheduled for execution or notifying NYC marshals that an order to show cause has been signed by a judge or that execution has otherwise been stayed.

(N) Grants and Contracts Specialist [Class IV Legal Worker]

The Grants and Contracts Specialist is responsible for some or all of the following tasks:

- 1. Assisting with grant/contract program client eligibility verification and assembling of documentation required by funders, as needed.
- 2. Extracting grant/contract program information from client files and casehandlers and entering the information into internal case management systems and databases;
- 3. Entering and uploading grant/contract program data into case management systems and databases maintained by funders, as needed.
- 4. Monitoring distribution of case funding code designations and making recommendations to Directors of Litigation and Supervising Attorneys to assign cases to particular funding codes so as to maximize contract compliance.
- 5. Designing, implementing and monitoring systems designed to prevent duplicative reporting to government funders and ensuring no occurrence of same.
- 6. Monitoring contracts that are gauged by hours reported to achieve maximum effective and efficient distribution of cases among qualifying funding codes while avoiding duplicative reporting.
- 7. Monitoring and analyzing grant/contract performance and presenting such data in various forms – e.g., narratives, charts, pie charts, bar graphs – as needed.
- 8. Communicating with and obtaining information and data from casehandlers, the Fiscal Department and other staff to meet grant/contract-

- related needs and deadlines.
9. Working with Legal Server or other case management system technicians to ensure reports are created and modified to capture all required data for grants and generate custom reports providing these data elements, which includes working with management and staff to develop forms for data collection and strategies for reporting.
 10. Working with LegalServer or other case management system technicians to create and modify reports to analyze demographic and other trends over time, by borough, geographic area, etc.
 11. Preparing statistical and narrative grant reports.
 12. Coordinating reporting deadlines.
 13. Participating in annual audit and funder audits, as needed.
 14. Preparing written and oral presentations on grant performance and related subjects, as needed.
 15. Assisting the Director of Development as needed in gathering data for reports.

(O) Housing Intake Specialist [Class IV Legal Worker]

The Housing Intake Specialist is responsible for some or all of the following tasks:

1. Monitoring intake sessions in real time, identifying emerging issues, and troubleshooting as needed.
2. Engaging in intake-related reporting tasks.
3. Communicating with colleagues regarding intake-related matters, including gathering information and data.
4. Assisting with knowledge management for the housing practice.
5. Designing, implementing, and monitoring systems to ensure efficient and effective intake processes.
6. Developing and organizing internal educational materials related to intake, funding codes, and data reporting and engaging in related communications, including making presentations.
7. Creating spreadsheets and communicating with stakeholders, including but not limited to colleagues, clients, funders, elected officials, community boards, and sister organizations.
8. Entering and tracking information in electronic format, including databases and client management systems and other formats, running reports with the data, tracking data related to intakes and referrals, and assisting in preparation for audits.
9. Using an electronic case management system to assign cases to advocates as directed by the Specialist's Supervising Attorney, update or reclassify funding codes assigned to a particular case, update other case-related information, and make relevant case notes.
10. Monitoring dedicated email accounts, handling client referrals, and responding to communications from funders, courts, and others.

11. Creating monthly intake calendars, issuing related Outlook calendar invitations, and maintaining updated and accurate information about intake assignments.
12. Following up with clients and potential clients to gather pertinent information, including, in some instances, conducting client intakes and opening files.

(P) Assistant to Controller [Class IV Legal Worker]

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

1. Review all invoices and prepare check requests for approval.
2. Process approved check requests using accounting software, including among other things presenting checks for approval and signature, copying and mailing checks, and filing backup.
3. Update and maintain vendor database.
4. Update and maintain check request database.
5. Deposit checks into bank and make copies for files.
6. Upload checks to e-treasury or similar bank program.
7. Reconcile vendor statements and respond to queries.
8. Process credit card invoices and reconcile statements.
9. Maintain check payment files.
10. Prepare and post allocations of salaries, FICA, SUI and pension contributions to spreadsheet.
11. Maintain spreadsheet of employer and employee contributions to pension plan for annual filing.
12. Activate, update and terminate employee pension accounts.
13. Prepare health and dental insurance premium allocation spreadsheets.
14. Maintain spreadsheets of staff salaries allocated to various sources of income.
15. Prepare and post journal entries for bi-weekly payroll.
16. Maintain spreadsheet of employees' dependent care and FSA contributions and payments made by MFY.
17. Maintain control spreadsheet of salary summary, 403(b), and health and dental and insurance premium payments.
18. Maintain spreadsheet of staff transit contributions and reconcile with Wage Works statements.
19. Maintain bi-weekly payroll journal files.
20. Assist with quarterly reconciliation of payroll expenses.
21. Assist in preparing supporting documentation for annual and program audits.
22. Create journal entries to reflect accrued expenses and other FYE bookkeeping matters
23. Validate library invoices and process for payment.

15.0 PROMOTIONS AND TRANSFERS

15.1 Lines of Promotion

The Labor-Management Committee shall discuss lines of promotion from one job title to another.

15.2 Advancement to "Senior" Position

Staff Attorneys and Legal Services Assistants shall automatically receive the designation and job title of Senior Attorney and Senior Legal Services Assistant after three (3) years' experience with the program. This designation shall not carry with it a wage differential.

15.3 Promotion Out of Bargaining Unit

The Employer agrees to provide the Union with documentation to substantiate any promotion out of the bargaining unit and further agrees that such promotion shall not be done so as to undermine the Union.

15.4 Transfers Between Programs

(A) Voluntary Transfers; Hiring Preferences

An employee who applies for another job within the bargaining unit shall be interviewed during the seven-day period described in **section 17.9(A)** and shall be afforded full opportunity to compete for the position. If there is a vacancy, it shall be filled by a bargaining unit employee if his/her experience and qualifications are equal to those of the outside applicant. As between two employee applicants with equal qualifications, seniority shall be controlling. Experience to be considered shall not be limited to experience in the position applied for. The word "employee" in this provision shall be deemed to include a laid off employee with recall rights.

(B) No Involuntary Transfers Between Programs

There shall be no involuntary transfers between programs.

16.0 NONDISCRIMINATION

16.1 Political Activity

The Employer shall issue no restrictions of employees' political activity, except restrictions which restate or interpret applicable regulations and court restrictions on partisan or non-partisan political activity.

16.2 Contract Rights

There shall be no discipline for exercising contractual rights.

16.3 Nondiscrimination/Affirmative Action and Diversity

(A) Policy

There shall be no discrimination in hiring, wages, promotions or other terms or conditions of employment or opportunity for employment based upon race, color, sex, sexual orientation, creed, national origin, citizenship status, age, religion, political affiliation or belief, or marital, parental, military or disability status.

(B) Diversity Committee

The Union recognizes that the Employer has made meaningful progress in recent years with regard to increasing and improving employment and promotional opportunities for women and minority employees. To continue and enhance this progress, the Labor-Management Committee shall meet quarterly or more frequently as determined by the Labor-Management Committee to address matters of mutual concern with regard to diversity, hiring and retention of women and minority employees and make such recommendations, as it deems appropriate. The Labor-Management Committee shall report to the Executive Director.

- (C)** The Employer shall send job announcements to places requested by the Union. The Employer shall include in job announcements that people of color, women, people with disabilities, gay, lesbian, bisexual and transgender people are welcome and encouraged to apply.

16.4 Sexual Harassment (See also Appendix A)

- (A)** The Employer shall adopt a policy on sexual harassment. Notice of such policy shall be posted in each office and a copy of such policy shall be printed in the collective bargaining agreement. The posted notice shall be in English and Spanish and any other language appropriate for the particular office which states: "It is the policy of Mobilization for Justice, Inc. (MFJ) that all employees shall have the right to work, and all clients have the right to be served, in an atmosphere free from sexual harassment. Sexual harassment infringes on an employee's right to a working environment, and a client's right to a service environment, which is free of discrimination. MFJ will not condone sexual harassment by or against any employee or client. Examples of the verbal or physical conduct which may violate MFJ policy include, but are not limited to:

1. Physical contact;
2. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, evaluations, letters of recommendation, or to the receipt of program services;
3. Direct propositions of a sexual nature;
4. Subtle pressure for sexual activities;

If you believe that an MFJ employee has sexually harassed you, you may request to receive a copy of the policy which includes the procedures on how to make a complaint."

- (B)** In addition to the requirements of subparagraph (A), the Employer shall have the

following obligations under this contract:

1. The Board of Directors shall appoint a committee and the chair thereof to investigate allegations of sexual harassment, at least two (2) members of which shall be women and two (2) members of which shall be men;
2. The Employer's policy on sexual harassment and the list of the members on the panel on sexual harassment and their telephone numbers shall be posted conspicuously in each office.
3. A committee member accused of sexual harassment shall be suspended from the panel pending investigation of the allegations and the Board promptly shall make an interim appointment in place of such suspended committee member;
4. Workshops on sexual harassment shall be made available for all staff at least once a year. In addition, members of the committee shall be given adequate training regarding sexual harassment, decisional standards used in such cases, as well as the Employer's policy and procedures.
5. A supervisor shall withdraw from and shall not participate in activities or decisions, including but not limited to, those involving hiring, evaluations, promotions, and discipline, which rewarded or penalized any person with whom the supervisor has or has had a romantic and/or sexual relationship;
6. A complaint under the sexual harassment policy shall be handled in accordance with the times set forth in the policy;
7. A complaining employee shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in the investigation; and
8. The Board of Directors shall not modify or amend the attached policy in a manner which lessens or weakens said policy unless such modification or amendment is required by law or the regulations, instructions, guidelines, assurances, grant conditions or other directives from grantors.

- (C) The only sexual harassment issues which may be submitted to grievance and arbitration pursuant to this collective bargaining agreement shall be those listed in **subparagraphs (A) and (B).**

17.0 OTHER EMPLOYEE RIGHTS AND OBLIGATIONS

17.1 Bar Examination

(A) Obligation to Take

All persons employed in Attorney or Law Graduate positions who have not taken and passed the New York State Bar Examination (and who are not currently admitted to practice in New York pro hac vice based upon admission in another state) are required to take the examination each time it is available and they are eligible.

(B) Leave to Study

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

(C) Added/Borrowed Leave to Study

All employees required by the Employer to take the New York State Bar Examination (and pro haec vice attorneys who choose to take the examination) shall be permitted to borrow up to two (2) weeks (10 days) of Annual Leave to use prior to the date of the examination for which they have registered if they have exhausted their accrued Annual Leave.

1. All loans of Annual Leave shall be confirmed in writing, signed by the employee and the Employer.
2. All loans of Annual Leave shall be repaid by application to the loan of all Annual Leave accumulated by the employee after the loan, until the loan is extinguished. Any outstanding loans at the time of termination shall be recouped from the last payroll check.

(D) Bar Review Course

Any Law Graduate or unadmitted attorney who fails the bar examination shall be encouraged to attend a bar review course. After a Law Graduate's first bar failure, Employer will reimburse the Law Graduate for up to \$2,000 for one bar review course in preparation for the Law Graduate's sitting for a second bar examination and, if necessary, again for a third bar examination.

17.2 Expense Reimbursement

(A) The Employer shall reimburse employees for all actual job-related expenses incurred by the employee in the course of the employee's appropriate work activities, including, but not limited to, filing fees, copying costs, telephone, transportation, process serving costs, and supper money, subject to the following restrictions:

1. The Executive Director may require advance approval to be obtained prior to the incurral of any specified type of expenses including those listed in two (2) through six (6) below (except reasonable filing fees, copying costs, telephone and transportation to and from court and administrative agencies by public transportation) and may deny reimbursement where such approval is not obtained;
2. Personal car use will be reimbursed plus parking and toll charges;
3. Out-of-town travel and parking must always be approved by the Executive Director prior to incurral;
4. Supper money will be \$15.00 and will be available to an employee who works in the office seven (7) hours between 8:00 a.m. and 6:00 p.m., continues to work until 7:30 p.m., and purchases supper that evening for

consumption at the office or elsewhere. Additionally, \$15.00 supper money will be available if an employee works outside of their home five (5) hours between 12:00 p.m. and 6:00 p.m. on a holiday or weekend, continues to work until at least 7:30 p.m., and purchases supper that evening;

5. Out-of-town travel will be reimbursed;
6. The Employer shall reimburse employees for cabfare home from the office or any employment related activity if they live within the City of New York. If they live outside the City, the employee shall be reimbursed for cabfare to the commuter rail or bus station within New York City and home from their suburban rail or bus station, when the employee works until at least 10:00 p.m. The employee will make reasonable efforts to give the Employer notice of the need for cabfare under this section. Further, the Employer shall not place any other restrictions on an employee from using car or cab services to go home when the employee works until at least 10:00 p.m.;
7. Employees shall submit requests for reimbursement of non-medical expenses no later than the end of the calendar month following the employee's incurring those expenses and no more frequently than once per month, unless the employee has incurred over \$75 in which case the employee may submit more than one request.

(B) Non-casehandling employees who have childcare and who work overtime with the approval of their supervisor, shall be reimbursed for childcare costs, at the set rate of \$5.00 an hour. To be eligible for this benefit an employee must advise the requesting supervisor of the applicability of this clause to the employee at the time the overtime work is being assigned.

(C) All expense reimbursement requests must be submitted by the last day of the month following the month in which the expense was incurred. The Employer may waive this time period. All reimbursements shall be made within thirty (30) days of submission. The Employer shall advance job-related costs when requested and prior approval has been granted.

17.3 Private Practice

All attorneys while employed by the Employer shall maintain no compensated private practice of law whatsoever, and no uncompensated private practice without express approval of the Executive Director or his/her designee.

17.4 Gifts

No employee may accept gifts or gratuities from any client or any person who has received services other than token gifts, which must be disclosed immediately to the Executive Director. No cash may be accepted.

17.5 Staff Participation; Intake and Hiring

The Employer will provide staff with an opportunity to review resumes of applicants to be interviewed, to meet with interviewees, and have input into decisions on hiring for bargaining unit and non-bargaining unit positions. The MFJ Hiring Committee will have an equal number of union and management representation and will have an opportunity to review resumes of applicants, to meet with interviewees, and to have input into decisions on hiring for bargaining and non-bargaining unit positions. The subcommittee of the MFJ Hiring Committee that reviews applications for each hire or class of hires should be limited to one union and one management representative for efficiency purposes. All staff who participate in hiring will abide by the Employer's nondiscrimination policy and will maintain the confidentiality of all applications received by MFJ, including but not limited to the identities of all applicants. All job postings will include a written statement that Employer is a Unionized workplace.

17.6 Notice of Board Meetings

Notices of all Board of Directors' meetings shall be posted on the office bulletin board. Minutes and agendas, if available, also shall be posted. Nothing herein shall be interpreted to invalidate any action by the Board of Directors as a result of the failure to post such notice.

17.7 Contract and Policies Distribution

The Employer shall give a copy of the contract to all employees. A copy of the Policies shall be given to all employees after each major revision. New employees shall be given copies of both documents upon hire.

17.8 Resignation; Notice

An employee who proposes to terminate his/her employment shall give prior written notice to the Executive Director as follows:

Attorneys: Four (4) weeks

Legal Workers: Two (2) weeks

This requirement shall be waived in case of emergency or other worthy reason.

Employees who give notice less than the amount provided for here shall have accrued vacation time reduced commensurately, unless the employee can show an emergency or other acceptable reason. This provision shall not become effective until two months after the ratification of the 2018 CBA.

17.9 Notice of Job Openings

(A) To Employees First

The Executive Director shall publicize to the staff the availability of jobs within the bargaining unit in all offices of the Employer at least seven (7) calendar days before hiring any person to fill such jobs. The seven (7) calendar days shall begin to run when the notice is mailed to each office and to the Union office and a copy

of the notice has been given to the Union delegate in each office from which the notice is mailed.

The Employer shall also publicize the availability of jobs to any person who has been laid off and remains on the recall list, and to any employee who is scheduled to be laid off, at least seven (7) calendar days before hiring any person for such jobs in the following manner. Every attorney on the recall list shall receive notification of all available attorney positions. Every legal worker shall receive notification of all available legal worker positions regardless of job classification. Notification to any person on the recall list or scheduled to be laid off shall be by regular first class mail. Further, the Employer shall provide the union with a list of the people on the recall list to whom the job announcement has been sent and their addresses.

(B) Where Posted

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

(C) Distribution

Job announcements also shall be distributed to an employee in each office at least seven (7) calendar days prior to the hiring of any person to fill a bargaining unit job. The Union will designate the employee to receive the job announcements and will provide the Employer with current lists of such employees.

(D) Job announcements will expire after six (6) months.

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

17.10 Remote Work

Employees may work remotely one (1) day a week, in coordination with their supervisor. Such remote work shall not cumulate and thus shall be on a "use it or lose it" basis.

18.0 SALARIES AND WAGES

18.1 Scales Based on Years of Service

All bargaining unit employees shall be paid in accordance with the salary schedule for their job classification, based on their years of service, as set forth below.

18.2 Calculation of Years of Service

Effective January 1, 1991, the years of service for employees actively employed on the date of ratification of this agreement shall be determined as follows:

- (A) For attorneys, years of service shall be based on the number of years since their year of graduation. For those employees whose year of graduation was adjusted at the time of their hire pursuant to **Section 3.9** of the Collective Bargaining Agreement in effect from January 1, 1989 through December 31, 1990, or such predecessor clause, years of service shall be based on their adjusted year of graduation.
- (B) For legal workers, years of service shall be based on their actual years of service with the Employer or its predecessor. Those Legal Workers who received additional compensation pursuant to **Sections 3.5 or 3.6** of the Collective Bargaining Agreement in effect from January 1, 1989 through December 31, 1990, or such predecessor clause, shall be credited with additional years of service as follows:
 - 1. Employees will be credited with two (2) years of service if such compensation received under **Section 3.5** was in excess of \$1,250.00; and one (1) year of service if such credit was in excess of \$300.00, but less than or equal to \$1,250.00.
 - 2. Employees will be credited with three (3) years of service if such compensation received under **Section 3.6** was in excess of \$1,250.00; two (2) years of service; if such credit was in excess of \$750.00, but less than or equal to \$1,250.00; and one (1) year of service if such credit was in excess of \$250.00, but less than or equal to \$750.00.
- (C) Effective July 1, 1993, for Masters of Social Work, years of service for Master of Social Work shall be based on the number of years since the award or receipt of a Masters of Social Work degree.

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

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

18.4 Placement on Steps for New Employees

(A) Attorneys

Attorneys will be hired based on year of graduation from law school, *i.e.*, placement

on the salary structure will be based on the number of years since graduation, except when an attorney has not practiced law full-time at least 75% of the time since graduation from law school. In such case, an attorney will be credited with one (1) year of service for each year of full-time practice. The employer shall calculate the actual number of years, including months, since the affected employee graduated from law school. Where the employee's total years since graduation includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

(B) Legal Workers

Legal workers will be credited with one (1) year of service for each year of full-time work under a similar job description or title that entailed comparable work. Where the employee's total years of such work includes a partial year of eight (8) months or more, the employee shall be given credit for one (1) year of service.

(C) Law Graduates

Law graduates shall remain at the Law Graduate salary rate until admitted to the bar. Upon admission, s/he shall be paid in accordance with the applicable attorney salary schedule, based on **Section 18.4(A)** above.

Any applicable increase(s) shall be retroactive to the date of publication in the New York Law Journal of bar passage except that when a Law Graduate starts employment at the Employer after the date of publication in the New York Law Journal of bar passage but before admission to the bar, any applicable increase shall be retroactive to the Law Graduate's start date.. Any Law Graduate who takes and passes the ethics portion of the bar examination within four (4) months of the publication of the bar examination results shall be paid retroactively to the date of said publication; however, any Law Graduate who takes and passes the ethics portion of the bar examination more than four (4) months after the publication of the bar examination results shall be paid retroactively to the date of the notification of the passing of the ethics portion.

Except upon good cause shown and approval of the Executive Director, in no event shall a retroactive increase be paid for more than six months after the date of publication in the New York Law Journal of bar passage.

(D) Masters of Social Work will be hired based on year of award or receipt of the Master of Social Work degree, *i.e.*, placement on the salary structure will be based on the number of years since the award or receipt of the degree, except when an employee has not practiced social work at least 75% of the time since the award or receipt of the Master of Social Work degree. In such case, the employee will be credited with one (1) year of service for each year of full-time practice. The

employer shall calculate the actual number of years, including months, since the affected employee was awarded or received the Master of Social Work degree. Where the employee's total years since the award or receipt includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

18.5 Salary Scales

(A) Salary Scales by Job Classification

The following schedules shall determine the annual salaries of current and future members of the collective bargaining unit. Schedule I shall be effective January 1, 2021 through December 31, 2021 and shall provide for a 2% increase. Schedule II shall be effective January 1, 2022 through December 31, 2022 and shall provide for a 2% increase. Schedule III shall be effective January 1, 2023 through December 31, 2023 and shall provide for a 2% increase. The "step" increases shall, as set forth in Section 18.3, be effective annually on the first day of the month of an employee's hire, subject to paragraph (B) below.

(B) Payment of Step Increases after Expiration

- (1) It is agreed that any step increase which otherwise would be payable after the expiration of this Agreement, on December 31, 2023, may be suspended pending the execution of a new Agreement, in the event that a reasonable expectation exists, at or prior to the date this Agreement expires, that the Employer's projected cash receipts in the calendar year in which this Agreement expires (the "Expiration Year") will be less than its actual cash receipts in the immediately preceding calendar year (the "Prior Year").
- (2) In the event that the expectation referred to in subparagraph (B) (1) above first exists more than thirty (30) days prior to the date this Agreement expires, the Employer agrees to give thirty (30) days' prior notice of suspension of step increases. If such an expectation exists less than thirty (30) days prior to the date this Agreement expires based on information received during that thirty day period, the Employer shall give notice within two (2) days after such expiration is known.
- (3) Every effort will be made by the Employer to file grant and/or contract paperwork in a timely fashion.

(C) Senior Staff Increase

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

The Employer will pay an additional appreciation bonus of \$3000 (pro-rated for

part-time employees) to each employee with thirty (30) or more years of employment with the Employer to be paid as salary, not added to the base, in each year of the contract.

SALARY SCALE A - ATTORNEYS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2021- 12/31/2021)</i>	<i>Schedule II (1/1/2022- 12/31/2022)</i>	<i>Schedule III (1/1/2023- 12/31/2023)</i>
0	1	70,879.11	72,296.69	73,742.62
1	2	73,764.88	75,240.18	76,744.98
2	3	76,455.53	77,984.64	79,544.33
3	4	81,510.99	83,141.21	84,804.04
4	5	84,716.78	86,411.12	88,139.34
5	6	86,948.46	88,687.43	90,461.18
6	7	89,428.03	91,216.59	93,040.92
7	8	91,514.18	93,344.46	95,211.35
8	9	93,329.59	95,196.18	97,100.11
9	10	95,617.67	97,530.02	99,480.62
10	11	98,075.69	100,037.21	102,037.95
11	12	100,111.39	102,113.62	104,155.89
12	13	102,349.51	104,396.50	106,484.43
13	14	104,585.28	106,676.99	108,810.53
14	15	106,555.10	108,686.20	110,859.92
15	16	108,282.69	110,448.34	112,657.31
16	17	110,010.36	112,210.56	114,454.77
17	18	111,722.98	113,957.44	116,236.58
18	19	113,428.76	115,697.34	118,011.29
19	20	115,119.55	117,421.94	119,770.38
20-24	21-24	120,734.33	123,149.02	125,612.00
25+	25+	123,380.49	125,848.09	128,365.06

SALARY SCALE B – LAW GRADUATES

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2021- 12/31/2021)</i>	<i>Schedule II (1/1/2022- 12/31/2022)</i>	<i>Schedule III (1/1/2023- 12/31/2023)</i>
any number	N/A	61,759.66	62,994.86	64,254.75

SALARY SCALE C – CLASS V LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2021- 12/31/2021)</i>	<i>Schedule II (1/1/2022- 12/31/2022)</i>	<i>Schedule III (1/1/2023- 12/31/2023)</i>
0	1	60,373.76	61,581.23	62,812.86
1	2	63,119.13	64,381.51	65,669.14
2	3	65,853.69	67,170.76	68,514.18
3	4	68,575.93	69,947.44	71,346.39
4	5	71,281.74	72,707.38	74,161.52
5	6	73,975.29	75,454.79	76,963.89
6	7	76,652.42	78,185.47	79,749.18
7	8	78,848.56	80,425.53	82,034.04
8	9	81,023.66	82,644.13	84,297.02
9	10	83,228.58	84,893.15	86,591.02
10	11	85,349.41	87,056.40	88,797.52
11	12	87,493.13	89,242.99	91,027.85
12	13	89,628.23	91,420.79	93,249.21
13	14	91,751.93	93,586.97	95,458.71
14	15	93,860.20	95,737.40	97,652.15
15	16	95,497.35	97,407.29	99,355.44
16	17	97,124.06	99,066.54	101,047.88
17	18	98,740.30	100,715.11	102,729.41
18	19	100,344.76	102,351.66	104,398.69
19	20	102,192.97	104,236.83	106,321.57
20-24	21	107,738.97	109,893.75	112,091.62
25+	25+	110,340.14	112,546.95	114,797.88

SALARY SCALE D – CLASS IV LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2021- 12/31/2021)</i>	<i>Schedule II (1/1/2022- 12/31/2022)</i>	<i>Schedule III (1/1/2023- 12/31/2023)</i>
0	1	50,973.80	51,993.27	53,033.14
1	2	53,012.75	54,073.00	55,154.46
2	3	55,032.54	56,133.19	57,255.85
3	4	57,795.17	58,951.07	60,130.09
4	5	59,835.34	61,032.05	62,252.69
5	6	61,325.24	62,551.74	63,802.78
6	7	62,827.71	64,084.26	65,365.95
7	8	64,341.86	65,628.69	66,941.27
8	9	65,873.19	67,190.66	68,534.47
9	10	67,414.63	68,762.92	70,138.18
10	11	68,655.05	70,028.15	71,428.71
11	12	69,904.58	71,302.67	72,728.72
12	13	71,169.85	72,593.24	74,045.11
13	14	72,443.79	73,892.66	75,370.52
14	15	73,726.04	75,200.56	76,704.57
15	16	75,016.25	76,516.57	78,046.90
16	17	76,321.53	77,847.96	79,404.92
17	18	77,634.26	79,186.95	80,770.68
18	19	78,961.81	80,541.05	82,151.87
19	20	80,296.26	81,902.18	83,540.23
20-23	21-24	83,524.17	85,194.65	86,898.55
24	25	85,879.55	87,597.14	89,349.09
25-28	26-29	86,995.98	88,735.90	90,510.62
29+	30+	88,126.94	89,889.48	91,687.27

SALARY SCALE E – CLASS III LEGAL WORKERS

<i>Years of Service</i>	<i>Step</i>	<i>Schedule I (1/1/2021- 12/31/2021)</i>	<i>Schedule II (1/1/2022- 12/31/2022)</i>	<i>Schedule III (1/1/2023- 12/31/2023)</i>
0	1	49,096.98	50,078.92	51,080.49
1	2	51,134.51	52,157.20	53,200.34
2	3	52,995.80	54,055.72	55,136.83
3	4	55,656.19	56,769.31	57,904.70
4	5	57,604.15	58,756.24	59,931.36
5	6	59,078.82	60,260.39	61,465.60
6	7	60,496.71	61,706.64	62,940.78
7	8	62,069.63	63,311.02	64,577.24
8	9	63,577.92	64,849.47	66,146.46
9	10	65,097.43	66,399.38	67,727.37
10	11	66,314.76	67,641.05	68,993.88
11	12	67,534.94	68,885.64	70,263.36
12	13	68,770.84	70,146.25	71,549.18
13	14	70,008.71	71,408.88	72,837.06
14	15	71,261.87	72,687.11	74,140.85
15	16	72,523.20	73,973.67	75,453.14
16	17	73,799.61	75,275.60	76,781.12
17	18	75,083.72	76,585.39	78,117.10
18	19	76,382.67	77,910.32	79,468.53
19	20	77,688.82	79,242.60	80,827.45
20-23	21-24	80,842.99	82,459.85	84,109.04
24	25	83,268.27	84,933.64	86,632.31
25-28	26-29	84,350.76	86,037.77	87,758.53
29+	30+	85,447.32	87,156.26	88,899.39

SALARY SCALE F - LAW STUDENTS

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

18.6 Salary after Assuming Higher Duties

(A) Salary after Promotion

If an employee is appointed to a permanent position, that employee shall receive the new salary immediately regardless of the pay status of the employee who previously occupied the line. If an employee was "acting" on the line for more than six (6) weeks, s/he shall also receive the differential in pay between the two lines from the date of assumption of the acting title until the permanent designation was made.

(B) Calculating Increase for Promoted Legal Worker

The salary for any legal worker who is promoted to a different legal worker job classification shall be calculated in the following manner:

1. An amount equal to the difference between the Step 1 salaries for the two positions, if any, shall be added to the employee's current salary.
2. The employee shall then be placed on the applicable schedule for his or her new job classification at the next step greater than or equal to the figure obtained in subparagraph 1, above.

(C) Increase for Filling In

If an employee assumes a higher position for more than six (6) weeks, the employee shall receive the differential in starting salaries of the two positions retroactive to the first day of fill-in. If an employee fills in for less than six (6) weeks, additional pay may be given in the discretion of the Executive Director. Fill-in scheduling shall not be done in such a way as to avoid the payment outlined above.

18.7 Salary Differentials

(A) Specialist/Coordinator Differential

The Executive Director may within his/her sole discretion create, fill, refill, eliminate, or discontinue one position of Specialist for each of the following areas of legal services work per program: [1.] Publicly Subsidized Housing; [2.] Private/Other Housing; [3.] SSI/SSD; [4.] Government Benefits I (including Medicare, Income Maintenance/Other Welfare, Food Stamps); [5.] Government Benefits II (including Unemployment Insurance Benefits, Veterans Benefits, Workers Compensation); [6.] Family/Juvenile; [7.] Individual Rights (including Immigration/ Naturalization, Mental Health, Prisoner's Rights, Physically Disabled Rights); [8.] Employment (including Job Discrimination, Wage Claims and other Employment matters); [9.] Education; [10.] Consumer (including Bankruptcy/Debtor Relief, Collection/Repossession/ Deficiency/Garnishment, Contracts/Warranties, Credit Access, Energy, Loans/Installment Purchases, Public Utilities, Unfair Sales Practices and other Consumer/Finance matters); and [11.] Litigation Skills (including Administrative Proceedings, Trials, and Appeals); [12.] Computer systems and related equipment; and [13.] Community Outreach.

A staff attorney who is promoted to specialist shall receive a salary differential of three thousand (\$3,000) per year. A Legal Worker who is promoted to specialist shall receive a salary differential of two thousand (\$2,000) per year.

(B) Administrative Assistants with Process Serving Licenses

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

(C) Interpretation Bonus

Administrative Assistants and Executive Secretaries who are on the Employer's Interpretation Rotation Schedule will receive a \$2,000 annual bonus.

18.8 Paycheck Distribution

Employee paystubs for each pay period will be distributed on alternate Thursdays. This may occur through an online system. That system shall include time accruals and/or balances of sick and annual leave.

19.0 INTERPRETATIONS AND DEFINITIONS

19.1 Employee Defined

The term "employee" means only those persons who work fourteen (14) hours per week or more, and who are in the collective bargaining unit described in **Section 1.1**.

19.2 Legal Worker Defined

The term "Legal Worker" will be employed to signify all employees in non-attorney classifications, where applicable.

19.3 Domestic Partner Defined

(A) A couple will be regarded as "domestic partners" by the following criteria:

1. Both are eighteen (18) years of age or older and unmarried;
2. They are not related by blood in a manner that would bar marriage under the laws of the State of New York;
3. They have a close and committed personal relationship; and
4. They have been living together on a continuous basis for a period of at least six (6) months.

(B) In order to obtain Domestic Partner status for the purposes of this Agreement, and employee must:

1. provide an Affidavit of Commitment (See Appendix D-1) to ensure that her/his domestic partner is the functional, factual equivalent of a legal spouse;
2. in such affidavit the employee will attest to at least two of the following:
 - (a) shared mortgage or lease;
 - (b) partner is the primary beneficiary in a life insurance policy;
 - (c) partner is the primary beneficiary in a retirement benefit or will;
 - (d) partner is assigned a durable power of attorney;
 - (e) ownership of a joint bank account or credit card;
 - (f) joint loan agreement or one partner acting as a guarantor of a loan

for the other;

3. notify the Employer within thirty (30) days if there is any change in the domestic partnership, as attested to in the above-referenced affidavit, that would change the eligibility of the employee's domestic partner. The employee will also submit an Affidavit of Separation (See **Appendix D-2**) of the domestic partnership. The employee must also affirm in a separate Affidavit of Notification to Domestic Partner (See **Appendix D-3**) that s/he has mailed the Affidavit of Separation to her/his former domestic partner.

19.4 Child Defined

The term "child" shall mean the biological or adopted child of an employee; the biological or adopted child of an employee's domestic partner; and the stepchild of an employee.

19.5 Law Graduates

The title "Law Graduate" will be applied to employees in staff attorney positions who have not been admitted to the practice of law in the courts of the State of New York. Persons admitted to the practice of law in another state but not in New York may be employed as Staff Attorneys rather than Law Graduates if they apply, within two months of their employment, for admission pro hac vice to the practice of law in the State of New York, pursuant to the rules of the Courts of Appeals.

19.6 Business Day

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

19.7 Purpose of Agreement

The purpose of this Agreement is to establish the relationship between the Employer and the employees in the bargaining unit. The Union recognizes that the Employer maintains the right to manage its operations. Furthermore, the rights and duties of the parties are specifically expressed in this Agreement, and any prior agreement is negated unless specifically incorporated herein. This Agreement constitutes the entire agreement between the parties.

19.8 "Zipper" Clause

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement.

19.9 Saving Clause

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly start to negotiate a replacement for the invalid provision.

19.10 Term of This Agreement

This agreement shall be effective as of and retroactive to January 1, 2021, except as otherwise provided herein, and shall terminate on December 31, 2023. It shall bind the signatories hereto, and the present and future Programs, Divisions or Projects of the Employer, as determined by this contract, their successors and assigns, pursuant to applicable law.

19.11 No Derogation

No policies, manuals or rules promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by this Agreement.

19.12 Article Headings

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

IN WITNESS WHEREOF, the parties have signed this Agreement.

Tiffany Liston

TIFFANY LISTON
Executive Director
Mobilization for Justice, Inc.

Corinthia A. Carter

SONJA SHIELD
President
Legal Services Staff Association,
NOLSW, International Union UAW,
Local 2320, AFL-CIO

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

APPENDIX A

SEXUAL HARASSMENT PREVENTION POLICY

Updated: November 2021

Introduction

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

MFJ is dedicated to creating a work environment that is free of discrimination, intimidation, and harassment. In keeping with this commitment, MFJ prohibits sexual harassment. MFJ believes that it is necessary to affirmatively address this subject, express its strong disapproval of sexual harassment, and emphasize the right of any affected person to file a complaint internally with MFJ. Sexual harassment is against the law, and affected persons can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

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

Definitions (for the purposes of this policy only)

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

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

Volunteer—for the purposes of this policy, “volunteer” shall mean anyone working at MFJ in a voluntary, uncompensated capacity, including anyone participating in an internship.

Coverage

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

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

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassing conduct that is not severe or pervasive may be unlawful. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:

- Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
- Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Anyone covered by this sexual harassment policy has the right to file a complaint against a third party, in accordance with the MFJ Policy Against Third Party Harassment, who does not work for or volunteer at MFJ, including when the harassment occurs outside the workplace, provided that the covered person is performing work-related activity.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Protection against Retaliation

MFJ will not tolerate any retaliation against or intimidation of the complaining party or anyone who participates in the investigation of a complaint of sexual harassment. Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Third Party Facilitated Conflict Resolution

Conflict resolution with the help of a third party is often effective in stopping behavior that may make us feel uncomfortable, is offensive or is otherwise unwanted. Accordingly, any person covered by this policy may initially wish to speak to a third-party facilitator.

MFJ will maintain a third-party facilitator to resolve any matters that may fall under this policy.

A group comprised of representatives from union and management will confer to identify and retain a third-party facilitator.

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

Should a person covered by this policy choose to seek the help of a third-party facilitator, that person will work with the involved persons to resolve the problem. The third-party facilitator does not have decision-making authority and does not have the authority to impose interim or corrective actions on any person covered by this policy accused of sexual harassment.

Consultation with a third party is intended to stop the behavior and to re-establish a cordial working relationship between the parties.

Any person covered by this policy making use of this third-party facilitation process will be informed that the identities of those involved in the process will be disclosed to MFJ.

Any person covered by this policy may at any time make a formal complaint as described below or may pursue any other legal remedy they may have.

No person covered by this policy shall be obligated to participate in this third-party facilitation process.

Complaint Procedure

Any person who wants to lodge a complaint regarding sexual harassment should contact orally or in writing any member of MFJ's management team or any member of the MFJ Board Discrimination and Harassment Committee. The members of this committee and their contact information are listed on Attachment A to this policy. The complaint may be made using the complaint form that is included as Attachment B to this policy.

Using the complaint form attached as Attachment B to this policy, or at any time after the commencement of the investigation, a complainant may request specific interim, remedial or corrective actions, and MFJ will consider those requests.

Members of the Committee, the Executive Director [or HR individual], and anyone to whom the Executive Director [or HR individual] may designate as an investigator will, where feasible, be given adequate training regarding diversity, equity, inclusion, sexual harassment, and trauma.

The investigator/s must disclose supervisory, business, romantic or other personal relationships with the complainant or accused, and recuse themselves if such a relationship exists. and anyone to whom the Executive Director [or HR individual] may designate as an investigator shall be given adequate training regarding diversity, equity, inclusion, sexual harassment, and trauma.

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

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

Any non-bargaining unit member who observes or has knowledge of an actual or potential violation of this policy (regardless of whether a complaint has been reported) has an obligation to report the situation to the Executive Director, Deputy Director [or HR individual], as appropriate. Failure to do so may result in corrective action.

Interim Actions

Individuals who believe they are being subjected to harassing conduct, and who are comfortable doing so, may promptly advise the alleged offender that their behavior is unwelcome and request that it be discontinued. However, it is not necessary for an individual to talk directly to an alleged offender if they feel uncomfortable doing so.

Any individual who wishes to lodge a complaint pursuant to the Complaint Procedure section of this policy may request in the complaint an interim action to address any (a) concern that their working environment has become untenable due to behavior that violates this policy, or (b) belief that they feel physically threatened. The complainant may request as an interim action immediate removal from the offensive situation.

As set forth in this policy, upon receipt of a complaint, the Executive Director or HR individual, or their designee will conduct an immediate review of the allegations in the complaint, consider any requests made by the complainant for interim actions, assess whether any interim actions are appropriate, and take any interim actions, as appropriate. The goal of any interim actions is to ensure the safety of the complainant, and to address the allegation without prejudicing the determination before the hearing.

Before any interim action is taken, the Executive Director or HR individual, or their designee shall notify the complainant of the proposed interim action and provide two business days for the complainant to raise any concerns about the proposed interim action before it goes into effect. The Executive Director or HR individual, or their designee shall consider any concerns raised by the complainant.

Investigation

The Executive Director [or HR individual], or their designee will conduct prompt, thorough and discrete investigations of all complaints of sexual harassment and fair consideration will be given to all the facts presented. The complainant and the accused must be informed that they may have a representative of their choice present during the investigative process.

At the request of the complainant, an investigation will be undertaken in which the complainant's name will not be shared with witnesses and/or the accused. When a complainant requests that an investigation be undertaken without sharing their name with witnesses and/or the accused, the complainant shall be informed that withholding the complainant's identity from witnesses and/or the accused may impede the effectiveness of the investigation.

Written notice will be given to the complainant within five (5) business days of the complaint, acknowledging whether an investigation has been commenced and providing a written summary of the factual allegations made in the complaint. If the complaint is oral, the complainant will be encouraged to submit a written complaint, and the complainant will be consulted before any factual allegations are memorialized in a written notice.

The investigator shall interview the complainant, the accused and all relevant witnesses. The names of the complainant and the accused will be shared with others during the investigation only to the extent necessary to advance the investigation. The investigator shall consider any evidence, including records and witnesses, offered or identified by the complainant, but shall retain discretion to fashion an appropriate investigation.

All witnesses and other persons interviewed by the investigator will be advised that confidentiality will be maintained to the extent possible but that communications between the employee and investigator are not legally privileged. Witnesses and all others interviewed by the investigator shall be informed that any retaliation whether by the accused or any other person, for participation in this process is a violation of MFJ's Anti-Retaliation policy. Persons interviewed shall be informed that they may be accompanied at the interview by any other person of their choosing, including a representative of the Union.

The investigator shall interview the accused and give them an opportunity to respond, either orally or in writing, to the complaint and to identify any witnesses to the incident(s) or event(s) that they would like interviewed. The investigation is limited to what the investigator deems relevant to the conduct, which may include previous findings or allegations of harassment or discrimination.

A complainant may request specific interim, remedial, or corrective actions at any time during the investigation, and MFJ will consider those requests.

The investigators shall normally conclude the investigation of the allegation within thirty (30) business days, absent good cause. If the investigation shall go longer than thirty (30) business days, the investigator will notify the complainant and provide an anticipated completion date for the investigation.

It is MFJ's policy to encourage complete participation from all parties in investigations. However, if an individual, whether or not they made a complaint, is no longer able and/or willing to participate in meeting with the investigator to avoid re-traumatization, or due to any other reason significantly impacting that individual's physical or mental health or well-being, that individual shall inform the investigator. The investigator shall inform that individual that they are under no obligation to sit for an in-person interview, but instead shall submit a written statement of the events surrounding the alleged harassment consistent with MFJ's duty to

continue to conduct a fair and thorough investigation. If the individual has already submitted a written complaint, then the written complaint may suffice as a written statement for the purpose of this paragraph. No individual allegedly harassed or potential witness shall be disciplined for declining to participate in an in-person interview.

Report of the Investigation

The outcome of any investigation will be reported to the Executive Director [or HR individual], if conducted by the Executive Director's [or HR individual's] designee, and to the Board Committee on Discrimination and Harassment. The investigator shall provide to both the complainant and the accused written notice of 1) the final determinations as to whether the accused has violated this policy, and 2) any corrective actions that will be implemented.

Corrective, Remedial and Disciplinary Actions

If an investigation reveals that the complaint is founded, appropriate and expedient corrective action will be taken, up to and including termination. Corrective action may include, but is not limited to, informal counseling, written reprimands, mandatory formal counseling, continued monitoring of the offender's behavior, unpaid suspension, denial of pay increases, or demotion or termination of employment or assignment.

If the complaint requests specific corrective actions, then the investigator shall consider the complainant's request. If an investigator determines the accused has violated this policy and corrective actions are appropriate, then before the release of the report of the investigation but as soon as practicable, the Executive Director or HR individual, or their designee shall notify the complainant of the proposed corrective action and provide two business days for the complainant to raise any concerns about the proposed corrective actions. The Executive Director, HR individual, or their designee, shall consider any concerns raised by the complainant.

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

The goal of corrective actions is to ensure that MFJ is a harassment-free workplace, to make the complainant whole, and ensure that harassment does not re-occur.

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

As MFJ acknowledges that people who are subject to sexual harassment may experience trauma, stress or other symptoms, MFJ will endeavor to provide accommodations to support persons covered by this policy, including, but not limited to, release time or to accommodate requests for changes in working conditions. However, a complainant will never be obligated to make a change to their working condition as a result of filing a complaint. A complainant may also be entitled to take paid time off, short-term disability, or other benefits as available. A complainant's job and benefits will not be jeopardized or altered if they choose any of those options or other means of recovery.

Record Keeping

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

Annual Report

MFJ will create and make available an annual report containing anonymized data of the following:

- the number of reports of sexual harassment received by the Executive Director, Deputy Director [or HR individual] in the preceding 12 months, including the number of individuals whom claims were brought against within, and outside of, the organization;
- the number of investigations completed in the preceding 12 months;
- the number of investigations completed in the preceding 12 months where allegations of sexual harassment were substantiated;
- where allegations of sexual harassment were substantiated in the preceding 12 months, the type or form of corrective action(s) taken; and
- the number of people against whom complaints were brought in the preceding 12 months and who also had a prior finding of a violation of MFJ's Prohibition against Sexual Harassment against them.

Training

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

Legal Protections And External Remedies

Sexual harassment is not only prohibited by MFJ but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at MFJ, affected persons may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court. Effective August 12, 2020, the one-year statute of limitation to file with DHR has been extended to three years for sexual harassment in employment cases only.

Complaining internally to MFJ does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Please note that the Law Enforcement Bureau (LEB) has the ability to initiate its own investigations. If you want to provide information about discrimination, but do not want to be involved in the investigation, LEB will take the information and consider initiating its own investigation into the situation you have reported. Whether or not to pursue the investigation is within the discretion of the agency. To report discrimination online, go to: <https://www1.nyc.gov/site/cchr/about/report-discrimination.page>

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Attachment A

Contact Information for MFJ Board Discrimination and Harassment Committee

Melissa Gold, Chair melissa.gold@bnymellon.com

Stephanie Sowell, Member ssowell@its.jnj.com

David Moy, Member dsmoy@gmail.com

Attachment B
Complaint Form for Reporting Sexual Harassment
Mobilization for Justice, Inc.

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to any member of MFJ's management team or any member of the MFJ Board Discrimination and Harassment Committee. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, MFJ may complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: ☐ Email ☐ Phone ☐ In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you ☐ Supervisor ☐ Subordinate ☐ Co-Worker ☐ Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

2(a). Are there any measures that MFJ could take to protect you in the workplace, either in interim or on a permanent basis? If so, please describe.

2(b) Are there any other actions you are seeking, either from MFJ or the subject of this complaint? If so, please describe.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐ Yes ☐ No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

APPENDIX B

LSSA AUTHORIZATION FOR CHECK-OFF

To: Mobilization for Justice, Inc.

1. ☐ Check box if you choose to become a member of the LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its membership dues and initiation fees for membership in the Association, and to remit the amounts so deducted to the Association.

2. ☐ Check box if you choose NOT to become a member of LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its agency fees and registration fees for employees who choose not to be members of the Association, and to remit the amounts so deducted to the Association.

DATE _____

SIGNATURE _____

PRINT NAME _____

HOME ADDRESS _____

HOME TELEPHONE NO. _____

SOCIAL SECURITY NO. _____

EMPLOYER _____

APPENDIX C

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

To: Mobilization for Justice, Inc.

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (circle one):

\$1.00 \$3.00 \$5.00 Other \$ _____

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and remit same to UAW V-CAP at such times and in such manner as may be agreed between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with Mobilization for Justice, Inc., that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that the monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fundraising effort by the UAW and the AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

I also understand that the guidelines for contributions to UAW V-CAP set forth are merely suggestions, the I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or any decision not to contribute.

Name (Print) _____ **SS#** _____

UAW Region: 9A **Local Union:** 2320 **Unit:** Legal Services Staff Association

Dated: _____ **Signature:** _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorizations from any candidate and no candidate is responsible for its activities.

Appendix D-1
Affidavit of Commitment

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

_____, being duly sworn, deposes and says:

1. I, _____, am employed by Mobilization for Justice, Inc.

3. My domestic partner and I are both eighteen (18) years of age or older and unmarried.

4. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.

5. We have a close and committed personal relationship.

6. We have been living together on a continuous basis for at least six (6) months prior to the date of this affidavit.

7. We meet at least two (2) of the following criteria:

- (a) we have a shared mortgage or lease;
- (b) one partner is the primary beneficiary in a life insurance policy of the other;
- (c) one partner is the primary beneficiary in a retirement benefit or will of the other;
- (d) one partner has assigned a durable power of attorney to the other;
- (e) we share ownership in a joint bank account or credit card;
- (f) we have a joint loan agreement or one partner is acting as a guarantor of a loan for the other.

(Employee's Signature – Print Name Beneath)

Sworn to before me this ____ day
of _____, 20__.

NOTARY PUBLIC

Appendix D-2
Affidavit of Separation

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

_____, being duly sworn, deposes and says:

1. I, _____, am employed by Mobilization for Justice, Inc.
2. On the _____ day of _____ 19____, I submitted an Affidavit of Commitment to Mobilization for Justice, Inc., declaring _____ as my domestic partner.
3. As of the signing of this affidavit, I acknowledge that the herein referenced domestic partnership is terminated.
4. I understand that the termination of the formerly acknowledged domestic partnership makes us ineligible for the benefits formerly granted to us in the Collective Bargaining Agreement between the Employer and the Union.
5. I further understand that the termination of health benefits for my former domestic partner becomes effective within sixty (60) days of signing this affidavit.

(Employee's Signature – Print Name Beneath)

Sworn to before me this ____ day
of _____, 20____.

NOTARY PUBLIC

Appendix D-3

Affidavit of Notification to Domestic Partner

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

_____, being duly sworn, deposes and says:

1. I, _____, am employed by Mobilization for Justice, Inc.
2. I have mailed a copy of the Affidavit of Separation to _____,

my former domestic partner, at the following address:

(Employee's Signature – Print Name Beneath)

Sworn to before me this ____ day
of _____, 20____.

NOTARY PUBLIC

APPENDIX E

KEY INFORMATION NEEDED TO PROCESS MEDICAL REIMBURSEMENTS

IN-NETWORK SERVICES

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

OUT-OF-NETWORK SERVICES

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

* If provider only gives a little receipt from a receipt book, receipt must include doctor's name & address and indicate "copay."

** All services listed in this chart that are subject to an in- or out-of-network deductible and/or coinsurance require an EOB. The EOB shows the exact amount that is allocated to the deductible and coinsurance. Doctors' bills sometimes misidentify charges (e.g. listing an amount as a copayment that is actually the deductible, etc.). The doctor's bill/receipt may also include items that Oxford does not cover.

SIDE LETTER

SIDE LETTER re: Health Insurance Committee

The Employer shall establish a joint union-management health insurance committee. This committee shall have up to 3 members appointed by each the Employer and the Union. The purpose of this committee is to address issues that arise during the contract with the employee health care plan and with medical reimbursement claims employees submit to the Employer pursuant to CBA Section 5.1(A)(2)(vii). The committee will review any proposed changes pertaining to health insurance and medical reimbursement. Notice of any proposed significant changes in the health insurance plan will be provided to the joint union-management health insurance committee. The committee shall meet at the call of either the Union members or the Employer members at times agreeable to both parties.

Side Letter: Health Insurance

Effective date: January 1, 2021

The parties agree that they shall engage in a joint labor-management effort to find an alternative health insurance plan for Mobilization for Justice (MFJ) staff. Both MFJ and the Legal Services Staff Association (LSSA) may explore alternative health insurance plans and options in 2021 and in subsequent years of the contract to the extent that no agreed-upon alternative is found in 2021. LSSA and MFJ agree to the following to accomplish this goal:

- A. At a reasonable time before the Oxford renewal deadline, the parties shall meet to engage in good faith discussions about alternative healthcare options.
- B. Any resulting changes to the CBA (including Section 5.1 and Appendix E) must be agreed to by both MFJ and LSSA.
- C. If either MFJ or LSSA declines to accept a change related to the health insurance plan and corresponding amendment to the CBA, the current provisions of the CBA shall remain in full force and effect.
- D. Section 1.9 of the CBA (the “no strikes” clause) shall remain in full force and effect throughout this process. LSSA will not be authorized to strike and MFJ will not be authorized to lock out bargaining unit members.
- E. MFJ shall solicit bids and potential plan information via its insurance broker at a reasonable time before the Oxford renewal deadline and will share such information, together with any other relevant documentation, to LSSA as soon as practicable.
- F. The parties agree that any change in carrier must not result in a material decrease in benefits during the term of the Agreement.

If MFJ and LSSA reach an agreement as to a new health insurance plan, Section 5.1 and Appendix E of the CBA shall be amended accordingly.

All terms of the CBA not explicitly modified by agreements under this Side Letter remain unaffected by this provision. Unless otherwise specified in the Side Letter, this Side Letter remains in effect until the ratification of the next contract.

Side Letter: Hiring Committee

Effective date: January 1, 2021

The MFJ Hiring Committee (“Committee”) has the following powers and responsibilities:

1. Draft policies and procedures that shall be recommended to the Executive Director.
2. Create a template of standard interview questions to ask all candidates in an initial interview, including question(s) related to or demonstrating commitment to diversity, equity, and inclusion.
3. Utilize the same standard questions, with appropriate modifications for unique positions as agreed upon by the Committee, in conducting all interviews. If non-standard questions are asked, consider requiring that they be submitted to the Committee in writing after the interview. Questions should be asked by the same interviewer, in the same way to each candidate to eliminate implicit bias in phrasing of the questions.
4. Create a template rubric that sets forth the values of MFJ. Utilize the same rubric, with appropriate modifications for unique positions as agreed upon by the Committee, in assessing all job applicants. Rubrics should be established before anyone reviews application packages to eliminate implicit bias.
5. Create a system whereby designated union and management members of the Committee have an opportunity to review all applications in confidence. All applications for an open position must be reviewed and commented upon with two (2) days of receipt via email from the manager designated to receive resumes.

All terms of the CBA not explicitly modified by agreements under this Side Letter remain unaffected by this provision. Unless otherwise specified in the Side Letter, this Side Letter remains in effect until the ratification of the next contract.

Side Letter: Returning to Offices Post-COVID

Effective date: January 1, 2021

MFJ employees have been working remotely since early March 2020. Staff will continue to work remotely at least until New York State lifts the State of Emergency declared on March 7, 2020. On or before that date, the joint union-management Return to Office Committee will reconvene to create a plan for the gradual return of staff to MFJ's offices. Factors MFJ will consider in determining the date the offices will fully reopen include: U.S. Centers for Disease Control and Prevention, New York State, and New York City guidelines; the safety of staff, clients, and volunteers; the existence of affordable, accessible, and widely available vaccines; and low city-wide positivity rate. This Side Letter shall remain in effect until the date MFJ's offices fully reopen.

All terms of the CBA not explicitly modified by agreements under this Side Letter remain unaffected by this provision.

Side Letter: Remote Work Policy

Effective date: January 1, 2021

For a period of one (1) year that shall commence upon the full reopening of MFJ's offices, employees may work remotely for one (1) additional floating day per month, in coordination with their supervisor. This one (1) floating day is in addition to the one (1) remote work day per week provided in CBA 17.10. One (1) year following the full reopening of MFJ's offices, MFJ and the union shall meet to revisit the new remote work provisions to determine whether they should be further expanded. In making that determination, factors the parties should consider include, but are not limited to, client services, office operations, office collegiality, staff and management input, and supervision issues.

All terms of the CBA not explicitly modified by agreements under this Side Letter remain unaffected by this provision. Unless otherwise specified in the Side Letter, this Side Letter remains in effect until the ratification of the next contract.

Side Letter: Sexual Harassment Policy

Effective date: January 1, 2021

The parties will appoint a subcommittee, comprised of two (2) union representatives and two (2) management representatives, who shall be charged with the responsibility of drafting a mutually agreeable updated Sexual Harassment Policy.

All terms of the CBA not explicitly modified by agreements under this Side Letter remain unaffected by this provision. Unless otherwise specified in the Side Letter, this Side Letter remains in effect until the ratification of the next contract.

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