

NYLAG Contract 2020-2022

Collective Bargaining Agreement between
The Association of Legal Aid Attorneys –
UAW Local 2325 and New York Legal
Assistance Group

ARTICLE 1

1.1 Union Recognition

In accordance with the Certification of Representative issued by the National Labor Relations Board on July 5, 2019 (02-RC-243013), New York Legal Assistance Group (“Employer” or “NYLAG”) recognizes the Association of Legal Aid Attorneys UAW Local 2325 (AFL-CIO) (“Union” or “ALAA”) as the exclusive bargaining agent of all full-time and regular part-time employees of the Employer including the following classifications: Coordinating Attorney, Senior Staff Attorney, Staff Attorney, Administrative Clerk, Coordinating Paralegal, Paralegal, Data Coordinator, Driver, Financial Counselor, Grants and Data Coordinator, Reception & Administrative Assistant, Receptionist, Senior Financial Counselor, Senior Paralegal, Special Projects Coordinator, Office Coordinator, Grant Writer, Senior Grant Writer, Data Analyst, Coordinating Financial Counselor, Paralegal Casehandler and Volunteer and Program Coordinator, Fellows employed for more than six months , Temporary Employees employed for more than six months or otherwise excluded, and Drivers who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding April 1 to be determined every calendar year, but shall exclude non-DAP Public Benefits Unit Coordinating Attorney, Digital Marketing Coordinator, Development Coordinator, Payroll Specialist, Senior Accountant, Interns, AVODAHs, unpaid fellows, Fellows employed for six months or less, temporary employees employed for six months or less, temporary employees hired to fill a temporary vacancy while an employee is on one or more consecutive leaves leave for one year or less, Confidential Employees, Supervisors, and Managerial Employees.

1.2 Union Membership

The Union agrees to continue its policy, as defined by law, of admitting persons to membership without discrimination on the basis of actual or perceived race, color, national origin, alienage or citizenship status, religion, creed, sex, gender including gender identity -- which refers to a person’s actual or perceived sex -- and includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth, disability, age (18 and over), military status, prior record of arrest or conviction, marital status, genetic predisposition or carrier status, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking, or membership in, or association with the activities of, any employee organization. No Employee will be required to join the Union.

1.3 Dues and Fees

All Bargaining Unit Members, whether newly-hired, rehired, or returned to the Bargaining Unit, must, within thirty (30) days of hire, pay the current dues and initiation fees or, where applicable, current service fees to the Union, and any interest charges that may be set by the Union for late payment of dues or service fees. Upon the Union’s written request, Employer will discharge any Employee who fails to pay such dues, fees, or interest, after the Union has given at least two (2) weeks’ written notice, by certified mail, to the delinquent Employee and to Employer. Any

Bargaining Unit Member may authorize Employer to deduct from her paycheck(s) and forward to the Union all dues, initiation fees, credit union, political action, other assessments, and/or agency fees. Such authorization will be effective until revoked, in writing, by the signer thereof.

1.4 Term

This Agreement will be effective as of July 1, 2020 (the “Effective Date”), and will continue in full force and effect after midnight on July 1, 2022 (the “Expiration Date”). All terms and conditions, including salary will be subject to collective bargaining upon the Expiration Date.

1.5 Union Activities

The Union will have reasonable use of NYLAG meeting space, upon reasonable prior notice to and approval from Employer, subject to the demands of the practice. Employer recognizes the right of the Union to designate Union representatives pursuant to Union by-laws, who shall be permitted to present any grievance pursuant to the process set forth herein. Processing of grievances may take place during work time or during off hours. If the parties agree that any of the steps involved in processing of a grievance will be held during work time, the Employer will provide reasonable release time, with pay, for the Union representatives required to attend. Additionally, NYLAG will provide up to one day for each steward, up to a total of twenty five (25) days, for stewards in this Bargaining Unit to attend annual union trainings. Such time off shall be granted to a Union representative upon request made to his or her immediate supervisor, such request to include a reasonable estimation of the amount of time such activity shall take. Finally, NYLAG will allow the Union to conduct one hour of union orientation as part of the new hire training.

1.6 Presence of Union Representatives

Bargaining unit employees who reasonably believe that an investigatory interview could lead to discipline are entitled to ask for the presence of union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct and which could lead to disciplinary action against the employee. In addition, employees may request union representation at a meeting at which discipline is to be communicated and/or imposed. If a request is made, the employee’s representative will be allowed to be present and participate in the investigatory interview to the extent required by the National Labor Relations Act.

The Union shall provide NYLAG a list of employees who will serve as representatives and employees are free to select a representative from the list. Preference shall be given to the employee’s selection, unless, based on the totality of the circumstances, such selection will cause an unreasonable delay in the meeting. In that situation, the employee’s subsequent preference will be considered under the same standard, until an available representative is selected.

1.7 Joint Union-Management Committees

The Union will appoint its representatives to all “Union-Management” committees.

1.8 Management Rights

(a) All rights and privileges which NYLAG had prior to the execution of this Agreement are exclusively retained by NYLAG except as expressly and specifically modified by a particular provision of this Agreement. These rights and privileges include, but are not limited to, the right to determine its mission and content of any program, the right to transfer, manage, assign, direct and supervise the work force, to determine the size of the work force and the individual duties of each member thereof. To discipline, demote, suspend or discharge, to hire, promote, lay off for lack of work or lack of adequate funding or other reasons and make staffing decisions to meet operational needs and other legitimate reason or recall, to schedule the work force to determine the starting and quitting times and the hours to be worked, to determine the number of personnel in each unit, to change jobs, combine and consolidate jobs, split jobs, eliminate jobs or create jobs, to determine whether to fill vacancies, to determine the amount, if any, of overtime, to contract or subcontract with regard to work covered by this Agreement provided that such contracting or subcontracting does not exceed the nature and scope of subcontracting that NYLAG has been done in the past or does not result in the layoff of bargaining unit employees. The recitation of these management rights shall not be construed to exclude other rights had by NYLAG on the date of this Agreement and following.

(b) The parties acknowledge and adopt the terms of the Employee Handbook. The Employer may establish, implement and enforce additional reasonable rules and regulations not inconsistent with the Employee Handbook or this Agreement that are appropriate to the management of NYLAG and its labor force.

1.9 Grievances

Step 1:

Any employee having a grievance shall present it, in writing, to his supervisor within thirty (30) days of its occurrence. The supervisor shall state his disposition, in writing, and reasons, within two (2) weeks after the written grievance has been presented to them.

Step 2:

If the grievance is not settled at Step 1, the grievance may be appealed, in writing, within (1) one week to the Unit Director of the applicable Unit. If the Unit Director is the grievant’s direct supervisor, then the appeal shall be made to the Managing Attorney or their designated representative. Within two (2) weeks after the Step 2 written grievance appeal has been presented to them, a written decision granting or denying the grievance shall be provided to the Union.

Step 3:

If the grievance is not settled at Step 2, the grievance may be appealed, in writing within one (1) week from the Union’s receipt of the Step 2 decision, to the Attorney-in-Charge or his/her

designated representative. A Step 3 meeting will be held and if not settled, NYLAG shall state its disposition, in writing, and reasons, therefore, within five (5) working days from the date of the Step 3 meeting.

Step 4:

(a) If the grievance is not settled at Step 3 then the Union may appeal the matter to arbitration. The appeal shall consist of a written notice of intent to appeal delivered to the Attorney-in-Charge no later than 45 days from the receipt of the Step 3 answer. The 45 day period to appeal may be extended by written agreement of the parties. . The following three arbitrators shall constitute a panel which shall be used to hear cases on a rotating basis.

1. Marlene Gold
2. Martin Scheinman
3. Ralph Berger

(b) The arbitration will be conducted in accordance with the AAA Voluntary Labor Arbitration Rules. The decision of the arbitrator shall be final and binding upon both parties, but they shall have no power either to add to, subtract from, or modify any of the terms, conditions, or limitations of this agreement or any agreements made supplementary hereto. Any retroactive relief awarded by an arbitrator may not exceed thirty (30) days prior to the date the grievance was filed.

(c) All of the costs and expenses of the arbitrator shall be divided equally between NYLAG and the Union.

(d) In the event a party misses a time limit in these steps, the grievance shall automatically advance to the next step, except if arbitration is not requested the required time of the Step 3 meeting, the grievance is deemed withdrawn with prejudice.

(e) Termination (Suspension with Intent to Discharge) (1.9.5)

1. An Employee NYLAG intends to terminate shall first be placed on a suspension with intent to discharge until the First Step is completed. That suspension can be paid or unpaid, at the Employer's option. The First Step meeting shall be held within ten (10) days of notification to the Employee and the Union of the suspension with intent to discharge, provided the employee files a grievance within five business days of receipt of the suspension notification. If the employee does not file a grievance within five business days of receipt of the suspension

notification, then the First Step of the grievance process will be deemed complete and the termination will become effective.

(f) Exclusive Remedy (1.9.6-)

No Employee will have the right to independently process any grievance or arbitration based upon this Agreement, the right of action being limited to the Union and Employer, and any agreement or adjustment between the Union and Employer with respect to such disputes will be final and binding upon the Employee.

1.10 No Strike/No Lockout

1.10.1 During the life of this agreement, neither the Union nor any employee shall engage in any strike, partial strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other concerted refusal to work or other interference with the operations of NYLAG.

1.10.2. During the life of this agreement the Union, its officers, agents, representatives and members shall not in any way directly or indirectly authorize, assist encourage, participate in or sanction any strike, partial strike, sit-down, sit-in, slowdown, cessation or work stoppage or other concerted refusal to perform work or interruption of work, boycott or other interference with the operations of NYLAG.

1.10.3. During the life this agreement, employees may not on an individual basis or concerted basis refuse to cross any picket line. It is not NYLAG's intention to perform struck work so as to become involved in the labor disputes of others. However, NYLAG employees may not refuse to render legal services to individuals or families with low incomes in need of legal assistance should clients (or a family member, representative or person with a power of attorney) apply for assistance directly to NYLAG, regardless of the reason for the need or the source of the referral to NYLAG, including that their current or previous counsel are on strike.

1.10.4. In addition to any liability, remedy or right provided by applicable law or statute, should an illegal strike, partial strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, or boycott interfere with the operations of NYLAG the Union within twenty-four (24) hours of a request by NYLAG shall:

- Publicly disavow such action by the employees.
- Advise NYLAG in writing that such action by the employees has not been called or sanctioned by the Union.
- Notify employees in writing of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

1.10.5. NYLAG agrees that it will not lock out employees during the term of this Agreement.

1.11 Financial Transparency

NYLAG will hold a meeting at least once annually where it will present on the annual budget and finance issues to all employees. A copy of the presentation will be provided to a designated representative of the Union.

ARTICLE 2

2.1 Salary Schedule - The Basic Salary Schedule set forth in Appendix A will apply to all employees effective as of the Effective Date retroactive to July 1, 2020. Upon or before ratification, each employee will receive a one-time payment of \$2,000.

2.2 Salary Reopener - For the second year of the contract, NYLAG and the Union agree they shall engage in contract negotiations at least 30 days before 7/1/21 concerning wages for the second year of the contract. In addition, in the event the Employer receives or is offered the opportunity to receive pay parity money from a funding agency which would require increasing existing salaries, Employer and Union will reopen contract negotiations regarding the Basic Salary Schedule, for the purpose of discussing increases in salaries. All other provisions of the contract will remain in full force and effect throughout any reopener negotiations.

2.3 Individual Placement on Salary Schedule - Employer and Union have agreed to the placement of each currently employed employee on the Basic Salary Schedule.

2.3.1 Step Placement. NYLAG will place employees hired after (effective date of contract) into the Basic Salary Schedule at the time of hire. Step Placement for Attorneys will be based upon Law School year of graduation, provided that the attorney can demonstrate that the attorney has done legal work for at least 75% of each qualifying year. Paralegals will receive 1 year of credit for qualifying every year of legal work performed, provided that the paralegal can demonstrate that the paralegal has done legal work for at least 75% of each qualifying year. Other non-attorneys will receive 1 year of credit for qualifying every year of relevant work performed, provided that the non-attorney can demonstrate that the non-attorney has done relevant work for at least 75% of each qualifying year. Financial Counselors will receive 1 year of credit for every qualifying year the Financial Counselor can demonstrate that they performed relevant work for at least 75% of each qualifying year. For purposes of measuring the time period of a “qualifying years”, the start date of each year shall be September 1st through the following August 31st. Only legal work performed in a United States jurisdiction shall be considered as potential legal experience during a qualifying year. The step placement that NYLAG intends to offer to a new employee will be submitted to the Union for review. The Union shall have 2 business days to review the step placement. If the Union does not provide an alternative step placement to that proposed by NYLAG within those 2 business days, then NYLAG’s step placement will be final. If the Union disagrees in writing with the step placement proposed by NYLAG and provides a alternative step placement, NYLAG may modify the proposed salary placement or proceed with the proposed salary placement. If the salary is modified to conform to the Union recommendation, it will be final (i.e., it will not be subject to the grievance and arbitration procedure). If NYLAG proceeds with its original recommendation despite the lack of Union approval, the employee shall have 30 days, from

the employee's first day of employment to file a grievance challenging the step placement. If no such grievance is filed, the step placement shall be final.

2.3.2 Law Graduate. There shall be a law graduate rate of pay shall be set forth on Appendix A. For law graduates hired after the date of this contract, upon bar admission, a law graduate will advance to the staff attorney pay scale, with their step based on their anniversary date of their employment with the Employer, and subsequent steps shall be based on the anniversary date of their employment with the Employer. Law graduates hired prior to the effective date of the contract will retain their existing step placement and continue to advance on the attorney scale.

2.3.3 Anniversary Date. The anniversary date that will be used for advancement to the next level on the Basic Salary Schedule will for all classification be the date of hire.

2.3.4 Casehandlers. DOJ Accredited representatives, those who regularly appear before the Social Security Administration and other Paralegals whose job responsibilities include regularly providing direct legal assistance to clients will be deemed "Paralegal Case Handlers". The training committee will consider creating other relevant titles for non-attorney staff including but not limited to "legal advocate."

2.4 Commuter Benefits – The Employer will for the term of this contract continue the same benefits as existed previous to the signing of the Agreement.

2.5 Professional Registration Fee -

Employer will pay Employee bar registration fees. Financial Counselors will be reimbursed for registration fees for all certifications which are required by New York City or other entities in order for them to perform their duties. Financial Counselors will be reimbursed for or provided with opportunities to complete CE credits needed for certifications required by New York City for them to perform their duties, at no cost to the employee.

2.6 Flex Time & Overtime -

2.6.1 Flexible Time. Regular hours for full-time employees begin at 9:00AM and end at 5:00 PM. All employees are expected to report to work on time; failure to do so may result in discipline, up to and including termination for repeated tardiness. Employees are entitled to a 1-hour lunch period, at a time to be determined in conjunction with their supervisors. Employees may request a modified schedule change with work hours starting between 8:00 AM and 11:00 AM. A modified schedule must be approved by the Unit Director.

Employees may make reasonable adjustments in their day-to-day hours at the workplace, subject to their job responsibilities and to the demands of workload coverage. Without supervisor approval, employees may come to work between the hours of 8:30AM and 10:00AM. Employees may also, on an occasional basis and with at least a day's prior

notice to their supervisor, come into work between the hours of 8:00AM and 11:00AM. Notwithstanding the above, NYLAG reserves the right to limit this flexibility as to specific employees if in its determination either the employee needs to be in office at specific times or the employee has come to work outside their regular hours on more than an occasional basis. Additionally, NYLAG in its sole discretion may allow individual employees a start time which falls outside of the hours listed.

Notwithstanding any such modified work schedule or adjustments in day-to-day hours, all employees are expected to be available to work when they have work obligations outside their regular schedule such as court appearances, client meetings, work times required by grants, mandatory work meetings, and mandatory work assignments.

2.6.2 Overtime. All time worked by non-exempt staff beyond forty (40) hours in any work week will be paid at one and one-half times the employee's regular hourly rate. Any overtime work by non-exempt employees must be authorized in advance by their supervisor. Non-exempt staff shall be compensated at his or her regular salary for time worked at forty (40) weekly hours or less.

2.7 Sick Days – Paid sick days accrue at a rate of seven (7) hours for every month worked. Employees are entitled to sick days on a pro-rata basis in accordance with the above policy. Hourly employees will accrue sick leave on a pro-rata basis at a rate of one hour for every thirty hours worked, up to a maximum of forty (40) hours per calendar year, according to the current New York Earned Sick Time Act. Hourly employees must have worked at least eighty (80) hours in a calendar year and for one hundred and twenty (120) days before they are able to use the time. Paid sick days may be taken for one's own illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. Paid sick days can also be used for the care of one's child or family member who needs medical diagnosis, care or treatment. Finally, paid sick days can be used in the event of the closure of one's child's school or childcare provider by order of a public official due to a public health emergency. For the purpose of this policy, the term "family member" includes an employee's mother, father, step-mother, step-father, guardian, custodian sibling, step-sibling, spouse, life-partner, child, step-child, grandchild, grandparent, mother-in-law, and father-in-law. Employees may not carry a negative sick time balance of more than two (2) days or 14.0 hours. If a sick time request will cause an employee to have a negative balance of more than two (2) days, employees must use accrued vacation time, personal days or unpaid time off pursuant to FMLA.

2.8 Health Insurance -

2.8.1 Administration. NYLAG will offer health insurance benefits to eligible full-time and part-time employees. Through Summary Plan Descriptions, each Employee shall have access to information concerning terms, costs, administration and application of such benefits as is required by law. Any additional, relevant information available to NYLAG that is required for an employee to challenge any decision by the insurer, will be provided at the Employee's request.

2.8.2 **Changes.** For the term of the agreement, NYLAG will maintain substantially similar quality and quantity of benefits through an insurer, currently Cigna, at the cost to employees set forth in this Agreement.

2.8.3 **Qualification.** Full-time employees (regularly schedule to work at least 35 hours per week) and eligible part-time employees (regularly scheduled to work at least 21 hours per week) and their families are eligible for medical coverage on the first day of employment. Employees are entitled to waive this benefit.

2.8.4 **Dependents.** NYLAG will offer health insurance coverage for domestic partners of Employees who sign an affirmation attesting to their relationship with a named domestic partner (qualifying standards for which will be taken from language contained in the New York City Executive Order), subject to availability, to reasonable eligibility requirements and to costs comparable with those incurred under then-current health insurance.

2.8.5 **Dental and Vision.** NYLAG will provide dental and vision insurance to all full-time employees and part-time employees, under the same eligibility requirements for health care as specified in 2.8.3.

2.8.6 **Employee Cost.** Employees shall pay the costs per month set forth in the attached Appendix B, beginning 7/1/21. Until such date, the existing the costs shall be maintained.

2.9 Retirement Benefits. NYLAG will maintain its current retirement savings benefit as detailed in the personnel manual.

2.10 Vacation

2.10.1 **Amount.** All full time employees with less than one (1) year of employment at NYLAG are entitled to twenty (20) vacation days per year accrued at the rate of 5.83 hours each pay period. After completion of one (1) year of employment at NYLAG, all full time staff are entitled to twenty-three (23) days of vacation per year accrued at the rate of 6.71 hours each pay period. After completion of three (3) years of employment at NYLAG, all full-time employees are entitled to twenty-eight (28) days of vacation per year accrued at the rate of 8.17 hours each pay period. Part-time employees, based on their years of employment, are entitled to vacation days on a pro-rata basis in accordance with the above accrual rates.

2.10.2 **Rollover.** Each employee may rollover up to 5 vacation days annually, which shall expire on June 30 of the next year. Employees with rollover vacation days will use those days prior to using vacation days accrued in the current calendar year.

The up to 10 days rolled over into 2021 which were negotiated by separate agreement shall expire on December 31, 2021 and must be used after using vacation days accrued in 2021

2.10.3 **Pay-out.** Upon resignation, lay-off, or termination, not for just cause with appropriate notice, an employee will be paid out the balance of their unused and accrued vacation, excluding rollover days, which are not paid out. Any employee terminated for just cause or failing to provide at least two workweeks of notice of resignation or termination shall forfeit any unused and accrued vacation. Vacation may not be taken during the two workweek notice period.

2.11 Part-Time.

Full-time employees may request the opportunity to work part-time by submitting a request in writing to the Human Resources Department. NYLAG may only deny such a request to work 80% of full-time or more for legitimate business reasons, such as the scheduling needs of the employee's unit or project, the needs of clients, staff needs of the unit or project, and grant requirements. NYLAG shall have sole discretion to grant or deny a request to work less than 80% of full-time.

ARTICLE 3

3.1 Fair Employment Policy

The Employer will continue its policy of not discriminating, as defined by law, against an employee on the basis of actual or perceived race, color, national origin, alienage or citizenship status, religion, creed, sex, gender, including gender identity- which refers to a person's actual or perceived sex, and includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth, disability, age (18 and over), military status, prior record of arrest or conviction, marital status, genetic predisposition or carrier status, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking, or membership in, or association with the activities of the Union.

3.2 Hiring

With respect to the filling of bargaining unit positions, there shall be a Union Management Hiring Committee in each unit. Each unit will have two employee representatives on the Committee from that unit, selected by the Union in consultation with Management, with final decision being made by the Union. All staff involved in the hiring process will first have implicit bias training and structured interview training. Each unit will work with their hiring representatives to develop hiring protocols, including structured interviews, to permit the involvement and participation of the hiring representatives in reviewing resumes, participation in interviews and providing input to management in the hiring decision. If there is any disagreement concerning the specifics of the structured interview process that cannot be resolved, the final decision will be made by management.

3.2.1 Internal Posting

Job openings for bargaining unit positions, other than temporary positions, shall be posted internally for at least seventy-two (72) hours before being posted externally. Those who wish to be considered for a posted position shall submit a written application on a form provided by NYLAG for such position.

3.3 Employment Status

3.3.1 Probationary Period. An employee shall be a probationary employee for six (6) months from date of hire, unless NYLAG and the Union mutually agree to extend the probationary period. Any absence(s) which exceeds five (5) consecutive days, including authorized leave(s), during the probationary period shall extend the original probationary period by the total amount of such absence(s) and/or leave(s). Probationary employees are employed at-will and their termination will be subject to Step 3 of the Grievance Procedure but not the Step 4 (arbitration).

3.3.2 Bar Examination. A law graduate (including staff admitted in another jurisdiction or jurisdictions but not in New York), even when a probationary employee, may not be fired solely for the first failure of the bar examination. All law graduates required to be licensed to practice law in New York State shall be required to take the next available exam following commencement of their employment and/or their failure of the first exam. A law graduate shall be terminated if they fail the bar a second time. NYLAG will consider any such law graduate for any open, non-attorney bargaining unit positions, and will take their experience at NYLAG into account for any paralegal opening within such law graduate's program, for which they meet the qualifications of the position. Employees taking the exam the second time, shall be given two weeks unpaid leave, for the purposes of studying for the second exam, in addition to using any other appropriate paid time off.

3.3.3 Just Cause. Non-probationary employees may be discharged only for "just cause".

3.3.4 Fellowships. Fellows are temporary employees and have no expectation of continued employment by NYLAG at the end of their Fellowship term. NYLAG may also lay off a Fellow during their Fellowship term if their Fellowship program terminates the Fellow from their Fellowship program during their Fellowship term. If the terms and conditions of a Fellow's Fellowship directly conflict with the terms of this collective bargaining agreement, the terms of their Fellowship apply.

3.4 Leave

3.4.1 Sabbatical

After 5 years, or after 5 years upon return from a prior sabbatical, attorneys and non-attorneys may request a six month or one-year unpaid sabbatical. Such sabbatical request shall not be unreasonably denied. The sabbatical shall be without pay or benefits and seniority shall not accrue during the absence. No more than one attorney and one non-attorney may be on a sabbatical from the same program or unit at any time, except that programs or units greater than 20 employees, one additional position. No more than 10 employees may be on sabbatical from NYLAG at any time. If concurrent requests are pending, decisions shall be based on seniority. A request for a sabbatical leave must be made at least 120 days prior to the proposed commencement date. Employees on sabbatical leave may engage in the practice of law when it does not present a legal or funding conflict with the Employer, subject to case-specific prior Management approval. An employee will have the right to return to the unit from which they departed, absent a showing of reasonable necessity by NYLAG. This provision does not change the current policy on General Leaves of Absence.

3.4.2 Disability

On the eighth calendar day of an employee's illness or injury, he or she may apply for short-term disability ("STD") insurance benefits, per New York State Law, for a period of up to twenty-six (26) weeks. In addition, employees may use sick days during such

disability period. Thereafter, Employees who are enrolled in the long-term disability (“LTD”) insurance plan may file for such benefits in accordance with the terms of that plan. Disability coverage is only applicable for a full- or part-time employee’s own illness or injury and cannot be used by the employee to care for an ill child or family member. For more information on STD or LTD benefits, please see the SPD’s. The terms of the plans control employees’ entitlement to benefits. The current disability plans will remain in effect throughout the life of the agreement and any change in insurance carriers will continue substantially equivalent coverage and benefits.

3.4.3 Holidays – Employees will receive the paid holidays set forth in the current employee handbook to be incorporated by reference herein.

3.4.4 Parental Leave

Any parent of a newborn or newly-adopted child/children who has been employed at NYLAG for six months or more, may take up to twelve [12] weeks of paid parental leave in order to care for and establish a relationship with the child/children. Employees who have been employed for 1 year or more, may take up to fourteen [14] weeks of paid parental leave, and Employees who have been employed for more than 3 years may take up to sixteen [16] weeks of paid parental leave. Paid parental runs concurrently with FMLA Leave and NYS Paid Family Leave. However, Employees may use the paid parental leave at any point following the triggering event provided that (1) it cannot extend beyond the first year after the triggering event; and (2) the total amount of paid time off is based on the employee’s seniority at the time of birth or adoption. This section fully applies to all the enumerated categories of children of an employee’s domestic partner. In addition to paid parental leave, an employee may take an unpaid leave of absence such that the total amount of leave is up to twenty-six weeks. Short-term disability insurance is also available for pregnancy leave. The Employer will continue health insurance coverage at no additional cost and the Employee will continue to accrue seniority for up to 26 weeks of paid or unpaid parental leave, combined. In addition, parental leave under this section is subject to the requirements set forth in appendix C.

3.4.5 Bereavement

Employees who suffer a death in their immediate family are eligible to receive bereavement pay. Full-time employees are eligible for five (5) days off with pay. Employees who have to travel outside of the tri-state area may, on a case-by-case basis, request an additional two (2) additional days off without pay if they have insufficient vacation available. Part-time employees are eligible for days off with pay on a pro-rata basis. For the purpose of this policy, the term “family member” includes an employee’s mother, father, stepmother, step-father, guardian, custodian sibling, step-sibling, spouse, life-partner, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, and

live-in mate or non-traditional family member with whom the employee shared an emotional commitment and interdependence comparable to that typically shared with immediate family members.

3.5 Telecommuting

(To take effect after the pandemic of 2020 is over)

NYLAG and the Union recognize that not all staff at NYLAG perform work that can be done remotely and that, therefore, this telecommuting policy is not available for all situations. An employee is eligible to request a permanent schedule change of up to one day per week, and may also, on an occasional basis, request to telecommute, if:

1. The employee has been employed by NYLAG for at least one year.
2. Working from home is consistent with the employee's job duties and requirements;
3. The employee has had no formal discipline within six months of the request; and
4. The employee confirms that their home is suitable for work, allows them to comply with ethical standards of confidentiality and representation, and has the equipment necessary to perform their work remotely.

Supervisory approval is necessary in order to participate in the program.

1. In the event of a request for a permanent schedule change, the employee's direct supervisor and Unit Director (if different from their direct supervisor) must approve participation in the telecommuting policy, and such approval shall not be unreasonably denied.
2. Factors to be considered include organizational need, confidentiality rules, nature of the employee's work and the ability of the employee to work productively remotely.

When working from home, an employee is expected to:

1. Be available to attend, in-person, court dates, hearings, and other site-specific commitments scheduled for that day;
2. Be available to attend, in person, meetings at NYLAG's office, including meetings with supervisors and clients;
3. Be immediately available to respond to supervisors, clients, colleagues and other constituents, consistent with other work obligations;
4. Discuss a plan for the days' work in advance with their direct supervisor, if requested.

An employee who fails to adhere to the terms of these requirements will not be permitted to continue to participate in this program.

Management shall have sole discretion to grant or deny a request of a permanent schedule change which incorporates 2 or more days per week.

3.6 Personnel Records

Personnel files are the property of NYLAG. Any employee who wishes to see his/her personnel file shall be entitled to inspect material in his/her file up to two times per year. Requests to inspect personnel file(s) shall be made to the Director of Human Resources or his/her designee.

NYLAG recognizes that personnel files sometimes contain sensitive information and as such it is NYLAG' s policy to not release such information to third parties except as permitted or required by law.

3.7 Job Security

3.7.1 *Retrenchment.*

If economic retrenchment becomes necessary, NYLAG will work closely with the Union to address the job security concerning the employees affected. Where retrenchment appears necessary, Union and Management will meet at least sixty (60) days in advance of the implementation date, or such lesser notice as is available to NYLAG, to develop a plan. In the course of such discussion, NYLAG will provide the Union with information relevant to the reduction. NYLAG will provide notice of the layoff to specific staff members in accordance with applicable law.

3.7.2 *Transfer and Layoff.*

a) Where sufficient vacant positions exist outside the affected Program (unit, or project if the work of the project is significantly different from other work within the unit), all employees subject to layoff have the right to transfer, within their classification or to a similarly situated classification, to such vacant positions where like skills are required and where the employees meet the qualifications for the vacant position, including any language requirements. The Employer, in consultation with the Union, using various factors shall determine which employee will transfer into which vacant position. These factors include: 1. Seniority; 2. Diversity and inclusion considerations; 3. Post-contract disciplinary history in the past twenty-four months; 4. Possession of a relevant foreign language skill needed for client services; 5. Appointment under a grant from a funder that cannot be modified, such as a fellowship. 6. Skill set and job requirements. As part of this process of matching eligible employees and vacancies, the NYLAG may require the employees to meet with staff in the unit or units in which there are vacancies to discuss the job requirements of the vacant position(s) and matching them with the most appropriate affected employee.

b) If the number of vacant positions is less than the number of affected employees, NYLAG, in consultation with the Union, will develop a list of employees, equal to the number of vacancies available, who will be placed on the transfer list and a list of employees who will be laid-off using various factors, including 1. Seniority; 2. Diversity and inclusion considerations; 3. Post-contract disciplinary history in the past twenty-four

months; 4. Possession of a relevant foreign language skill needed for client services; 5. Appointment under a grant from a funder that cannot be modified, such as a fellowship. 6. Skill set and job requirements. All other factors being relatively equal, seniority will be determinative. No employee will be asked to interview or meet with staff in units where vacancies exist until the list of employees to be transferred and those to be laid off has been developed.

c) Once the transfer list has been developed as part of this process the employer may require the employees on the transfer list to meet with staff in the unit or units in which there are vacancies to discuss the job requirements of the vacant positions in order to better match employees and vacancies. All employees on the transfer list shall be transferred to vacant positions in consultation with the Union as stated in part (a) of this section, except that employees shall be excluded from the transfer list if they do not have like skills or meet the requirements or qualifications for a vacant position. All remaining employees on the transfer list have the right to transfer within their classification or to a similarly situated classification to such vacant positions where like skills are required and where the employees meet the qualifications for the vacant position, including any language requirements. In addition, NYLAG retains the option of transferring an employee not subject to retrenchment to a vacant position and providing employees subject to layoff the opportunity to transfer to the newly vacated position. Employees not on the transfer list will be deemed laid off.

3.7.3 *Definition of Vacancy.*

During economic retrenchment, the Employer will provide employees who have received notice of layoff the opportunity to transfer to an identified vacancy for an entry level position. Such positions will be made available no later than the time that the position would normally be filled. Offers to outside candidates will not be made after the Union and Management meet pursuant to the first paragraph of this section without the Union's approval.

3.7.4 *Implementation.*

Employees who refuse transfer will be deemed terminated because of economic retrenchment in their Program and will not be eligible for recall under this provision.

3.7.5 *Recall.*

Employees terminated under this provision will, for a period of six (6) months of the date of termination be eligible for recall to any vacancy where like skills are required and where the employees meet the qualifications for the vacant position, including any language or experiential requirements. Notwithstanding the foregoing, employees shall be eligible for recall to a vacancy in the unit from which they were laid off for a period of six (6) months or until the next July 1st, whichever is later, Employees will be recalled to any such vacancy

based on consideration of the six factors listed above, with seniority being determinative if the other factors are relatively equal. NYLAG will send written notice of recall to the former employee's last known physical and email addresses on file with the Human Resources department. It is the former employee's obligation to inform Human Resources of these addresses. If the employee does not accept the position within ten (10) calendar days of NYLAG's sending written notice of recall to either of these addresses or cannot report to work on the announced starting date, no earlier than 15 days of the date of the written notice of recall, any recall rights under this provision will be extinguished.

3.8 Health and Safety –

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. The Employer will promptly clear the workplace if, due to any circumstance, it is or becomes unhealthy or unsafe, and will rectify the problem prior to reoccupation. The Employer will make reasonable efforts to ensure off-site locations (e.g., courts, partner sites, etc.) are non-harmful, noninjurious, and that they comply with all applicable codes and regulations, if and when Employees bring such conditions to the attention of the Employer. It is understood that in determining the reasonableness of the Employer's efforts with respect to off-site locations, results may be limited because the Employer is not in control or possession of these premises.

3.9 Job Descriptions

Job Descriptions will be developed and provided to the Union concerning the positions included in the bargaining unit. NYLAG agrees to provide notice of proposed, material modifications to the job descriptions prior to implementation and meet and confer with the Union to discuss the proposed modifications. It is understood that job descriptions for different positions may overlap and employees may be assigned to perform reasonable duties which are outside their description if related to NYLAG's mission and the employee is qualified to perform them.

3.10 Promotions

Attorneys shall be eligible to receive the designation of "Senior" in front of their job title after four (4) years of satisfactory experience in that job title at NYLAG; Paralegals after three (3) years of satisfactory experience in that job title at NYLAG; and Financial counselors shall be eligible after four (4) years of satisfactory experience in that job title at NYLAG. In addition, NYLAG may credit "relevant experience" prior to employment at NYLAG toward these years. NYLAG's determination as to relevant experience prior to employment at NYLAG shall be made in good faith and is not subject to the grievance and arbitration procedure. Supervisors shall meet with staff who have requested consideration for such a promotion. If the promotion is denied, staff shall be told the reasons for the denial in writing and provided information concerning the areas in need of improvement in order for them to be promoted. If an employee is denied a promotion, they shall be eligible to be reviewed for said promotion again on their next anniversary date, at the latest. Senior designation does not result in any increased compensation.

3.10.1. DOJ Representatives. Paralegals handling immigration cases will be eligible for NYLAG to apply for DOJ partial accreditation for them after handling immigration cases for 1 year at NYLAG. If NYLAG declines to apply for DOJ partial accreditation for such a paralegal, NYLAG will inform the paralegal the reasons for the denial in writing and provide information concerning the areas in need of improvement in order for NYLAG to apply for DOJ partial accreditation for them in the future. If NYLAG declines to apply for DOJ partial accreditation for such a paralegal, the paralegal shall be re-eligible to be reviewed again on their next anniversary date, although nothing herein precludes NYLAG from applying for DOJ partial accreditation for them at an earlier date.

If NYLAG determines an operational need for DOJ fully accredited representatives, the paralegals who are most qualified will be offered the opportunity to become a DOJ fully accredited representative, with preference for those who are already partially accredited representatives and with consideration for seniority.

3.10.2 Coordinating Positions. Coordinating Attorneys will receive an annual differential of \$3000, coordinating paralegals will receive an annual differential of \$2500.

3.11 Scheduling. NYLAG employees may request flexible schedules in order to pursue higher education part-time or take a prep class. NYLAG may only deny such a request for legitimate business reasons, such as the scheduling needs of the employee's unit or project, the needs of clients, staff needs of the unit or project, the availability of classes during off duty times, and the work-related reasons for the course of study.

3.12 Diversity

3.12 REDI Committee

NYLAG and the Union will continue the Race, Equity, Diversity, and Inclusion (REDI) Committee during the term of this contract. The committee will be comprised of an equal number of Union and Management appointees. The Union members who are on the REDI Committee as of the date of the CBA can remain on the REDI Committee through June 30, 2022. NYLAG's Chief Equity and Inclusion Officer will Chair the REDI Committee. To advance its mission, the REDI Committee will, in addition to other matters, address the following:

- Leading the strategic planning and implementation of the organization's diversity, equity, and inclusion goals, including drafting a race, equity, diversity, and inclusion plan.
- Making recommendations that extend beyond diversity recruitment and hiring only, to include best practices that foster an inclusive workplace and promotes equity in the organization's policies, practices, and procedures.

- Establishing a common language for the organization to understand foundational principles of race equity, anti-racism, diversity, equity, and inclusion.
- Collect, update, publish, and analyze demographic statistics regarding race, gender, sexual orientation, etc., among units and at large, including turnover and demographics of people leaving NYLAG.
- Making recommendations to elevate NYLAG's brand as an organization that values racial equity and racial justice, beyond only diverse hiring.
- Collaborating with HR and Communications to avoid performative diversity and tokenism by centering the needs and voices of those who are traditionally excluded and/or marginalized.
- Creating and implementing a recruitment plan, which may include:
 - i. Emphasizing hiring law graduates through outreach initiatives and by creating a pipeline from local schools to NYLAG and partnership with law schools.
 - ii. Creating a mentorship program to foster retention and development
 - iii. Creating a structured program to cultivate supervisory skills in employees of color and LGBTQ employees
 - iv. Reviewing the structured interview process for any bias or unfair impacts
 - v. Reviewing demographic data to examine who is interviewed and advanced through the structured interview process.
 - vi. Increasing NYLAG's presence at law school/university diversity fairs and strengthening relationships w/ POC and LGBTQ affinity/student groups.
 - vii. Make recommendations to NYLAG for the best processes to establish an intern/volunteer stipend/benefit package.

3.12.2 Anti-Discrimination & Harassment Procedures

The Employer and the Union agree to amend the Personnel Manual, Section III, to including the following modifications to its anti-discrimination and anti-harassment procedures:

- Staff members requested by NYLAG to be involved in the complaint procedure shall be allowed to perform the requested services with respect to the procedure without being required to take personal or other leave time.
- NYLAG shall track the number of discrimination and harassment complaints formally submitted each calendar year pursuant to this policy, and shall provide the Union leadership with a report that indicates how many matters have been resolved, and how many remain open, and type of matter (e.g., sexual, racial, etc.).
- NYLAG will include the Chief Equity and Inclusion Officer as someone who staff can report incidents to, in addition to the next level of supervision, Director of Human Resources, Chief Operating Officer, General Counsel and/or Attorney-in-Charge.
- NYLAG will develop and publicize a second form for staff to report incidents of harassment and discrimination, in addition to the currently existing sexual harassment complaint form.

- Staff may include in either complaint form their suggestion for the proposed measure(s) believed to be appropriate to be taken in order to remediate the problem and meet the reporting person's needs.
- For each complaint received pursuant to this policy, NYLAG will create a review panel consisting of at least two or more of the following individuals: Director of Human Resources, Chief Equity and Inclusion Officer, Chief Operating Officer, General Counsel and/or Attorney-in-Charge. This review panel will be responsible for ensuring that the complaint is reviewed and investigated, and that appropriate responsive action is taken when necessary.
- Complaints will be investigated in a timely manner. Complainants will be updated as to the status of the investigation within one month of filing and thereafter upon request as appropriate.
- The complainant must not be required to be present at the same investigatory or remediation meetings as any other accused staff member(s) who have committed or been involved or accused of engaging in the discrimination or harassment.
- NYLAG will not refuse to investigate a complaint solely due to the amount of time that has passed since the alleged act of discrimination or harassment.
- No less than one (1) month from the time that any remediation is taken, NYLAG will inform the complainant of the remediation taken.

3.12.3 Anti-Bias Training

NYLAG will curate resources including annual trainings to educate staff on a range of foundational topics, which may include but not be limited to, civility and nonviolent communication in the workplace, imposter syndrome, disrupting bias, cultural humility and competency, cross-cultural lawyering, and trauma informed lawyering (to include trauma and toxic stress related to poverty and racism).

NYLAG shall require all new hires to receive anti-bias and diversity training. The details of the training may be determined by the REDI committee and the human resources department. This training must be completed by all new hires within forty-five (45) days of the date of hire, starting as of January 1, 2021.

NYLAG will hold annual trainings concerning sexual harassment, as required by New York State and New York City law.

ARTICLE 4

4.1 Workload

NYLAG and its employees agree that the Rules of Professional Conduct state that competent representation should be provided to clients and agree that NYLAG strives to provide high quality civil legal services. To that end, NYLAG and the Union agree to form a Workload Committee, with an equal number of NYLAG and Union representatives. Each party will select its members to serve on the Committee. This Committee will develop guidelines for addressing issues affecting client representation. These issues will include:

a. Evaluation of workload in all units with a goal of developing maximums for the number of active cases to be assigned or handled. However, individual units shall be consulted in order to consider the nuances of the unit which affect workload. In evaluating workload standards and workload, the Committee will consider, among other things: (i) court structure; (ii) character of cases assigned; (iii) efficiency, productivity and diligence to be reasonably expected from an attorney in the unit; (iv) the New York Rules of Professional Conduct; and (v) ABA standards. The Committee will also consider NYLAG's contractual requirements, fluctuations in staffing and funding typical in non-profit legal services, and NYLAG's ability to respond quickly and effectively to emergent and disaster situations.

In the event an employee believes their workload exceeds the maximum or guidelines or the character of the cases that have been assigned makes his/her workload unreasonable, the issue is to be raised by the employee and their Union representative with the employee's supervisor. If not resolved in that meeting, the employee, the employee's Union representative and the supervisor will meet with the Unit Director to discuss the situation. If the issue remains unresolved, the employee may ask to meet with the Workload Committee. A decision of the Workload Committee will be the equivalent of a decision at the third step of the grievance procedure. Unresolved issues concerning workload are subject to the Arbitration Procedure, including applicable time limits for demanding arbitration. However, the arbitrator's authority to issue an award shall be limited to a prospective plan for addressing the unresolved work load issues

4.2 Supervisors

NYLAG agrees that the New York Rules of Professional Conduct require supervisors to adequately supervise the work of their supervisees as appropriate. This includes regular consultation with their supervisors and evaluation of their job performance. Supervisors will ensure that employees are notified as to who they can consult while the supervisor is unavailable due to trial, vacation, illness, extensive training, conferences or other leaves of absence.

All employees will continue to be given an opportunity to evaluate their direct supervisors as well as unit directors. These evaluations of unit directors will be made available to the Attorney-in-Charge and/or the Managing Attorney rather than the unit director. These evaluations shall be reviewed and considered by management in making decisions concerning training and development of supervisors, promotional opportunities and continued employment.

4.3 Training

NYLAG and the Union shall form a Joint Union-Management Training Committee. This Committee will:

1. Explore training needs for various employees and positions;
2. Among trainings that the Committee will explore are:
 - a. A program for supervisory staff that covers management skills;
 - b. A specialized training for non-attorney and non-legal staff that covers legal ethics, court etiquette, confidentiality, and other topics;
 - c. A training on working with people with trauma and health concerns; and
 - d. A training on coping with secondary trauma;
3. Investigate, identify and encourage the use of training resources to address the training needs;
4. Explore the requirements of an apprenticeship program for law admission and the resources that would be required and the possible value and need of such a program to NYLAG.
5. Staff, including paralegals and non-legal staff, will not need to take time off from work to attend CLEs and CEs in New York City, PLI and other approved professional courses, for which their attendance during work hours has been approved in advance by supervision, and such approval shall not be unreasonably withheld. Valid reasons for denial of approval shall include, but not be limited to such things as cost, relationship of training to performing existing duties, need for training, workload, availability of other less expensive training or better training now or in the future, attendance during working hours is not required, a sufficient number have already attended the training, the employee has attended his/her fair share of programs, etc.

4.4 Office Conditions

4.4.1 Office Supplies

Employees may request that specific supplies that staff believe they need regular access to be made available in the mailrooms and other accessible locations. Additionally, employees may request supplies not currently available in the inventory. NYLAG will regularly post lists of items available in mailrooms and other areas where items are openly available to employees.

4.4.2 New Employee Resources.

The Employer will provide all new hires with a workspace and office supplies deemed necessary by management.

4.4.3 Client Security.

NYLAG will continue to work with the landlord to maintain and refine protocols concerning front desk security issues such as clients with identification issues, including the following:

- a) TGNB clients whose name and/or appearance may not match their ID;
- b) Clients that lack ID; and
- c) Clients who have been or are likely to have difficulty interacting with security personnel.

4.4.4 All Gender Bathrooms

The 20th floor will have only gender-neutral bathrooms. The 19th floor will have one men's bathroom, one women's bathroom, and one gender-neutral bathroom.

4.4.5 Office Space

1. **Workspaces.** Each employee will be entitled to her own workspace, which may be shared depending on the nature of the employees work and the space available in NYLAG's offices. Nothing herein precludes NYLAG from moving to "hot desking" or "non-reservation-based hoteling" for certain workspaces, should circumstances warrant.
2. **Assignment.** The Employer will maintain an office assignment list. The list will be ordered by seniority at NYLAG and offices will be assigned in the order of the list. The list will include all employees with the exception of administrative staff and driver. NYLAG will share this list with the union. Upon NYLAG's request, the union will have 5 business days to review the office assignment list and make any corrections.
3. **Current Office Space.** Employees who currently work in offices as of 4/1/20 will be placed at the beginning of the office assignment list in seniority order, regardless of any other provision in this CBA concerning office seniority.
4. **Laterals, Volunteers, & Interns.** Pro Bono Scholars, Interns, Volunteers, and Employees who are hired and placed on a step higher than step one [1] will be given half of a year's seniority for each year of experience or year at NYLAG for the purposes only of the office assignment list.
5. **No Bumping.** In no event will any lateral employee bump a current bargaining unit employee from her office, regardless of seniority. If an employee is removed from an office because it is assigned to a supervisor, the employee will go to the top of the office assignment list, regardless of seniority.
6. **Vacancy.** An employee who goes on paid or unpaid leave for less than 1 year shall return to her office or cubicle, and the office or cubicle will be deemed a "vacant office" or "vacant cubicle" during this time period. During the vacancy period, a vacant office may be assigned to the next employee on the office assignment list, and a vacant cubicle may be assigned to any employee, but the vacant office or vacant cubicle will be re-occupied by the employee who went on leave upon her return.

4.6 Case Coverage

When an employee informs management they will be reducing their hours by 7 or more hours per week, for 6 months or more, or taking any leave for 6 months or more, management will meet and confer with program staff affected to discuss workload, coverage and redistribution of work responsibilities, if necessary. After any such meeting, management will reduce any conclusion reached at the meeting to writing and provide this to the affected staff.

4.7 Maintenance of Employee Benefits

The employer shall maintain any Employee Benefits existing prior to the signing of this Agreement.

4.8 Pilot Language Interpretation Program

For a six-month period commencing within one month of the effective date of this Agreement, NYLAG will implement a pilot interpretation program. As part of this pilot program, NYLAG will assign as “pilot interpreters” all non-attorneys in either the Immigrant Protection Unit or Tenants Rights Unit—The unit to be determined at NYLAG’s choice—who provide interpretation or language services for other NYLAG staff as a routine part of their job or routinely use a language other than English when counseling clients. Pilot interpreters will be paid a \$500 bonus at the commencement of the pilot program. Pilot interpreters will record the number of hours they spend interpreting, translating, or using a language other than English when counseling clients. NYLAG will create a field in Legal Server to enable easy tracking of each service, case, or client interaction. At the end of these six months, NYLAG will meet with the Union to discuss the effectiveness of the pilot program in terms of providing service to NYLAG’s client in an efficient and cost-effective manner, and to discuss whether to extend and/or expand the program.

SIGNATURE PAGE

For NYLAG:

For the Union:

Appendix A: Salary

Step	Admin	Non-Attorney Professional	Attorney
LG			\$ 70,000.00
1	\$37,000	\$45,900.00	\$ 71,438.00
2	\$37,751	\$47,034.24	\$ 71,438.00
3	\$38,502	\$48,097.08	\$ 72,933.00
4	\$39,253	\$50,502.24	\$ 75,041.99
5	\$40,003	\$52,389.24	\$ 78,418.42
6	\$40,755	\$54,223.20	\$ 82,339.24
7	\$41,505	\$54,632.22	\$ 84,382.47
8	\$42,256	\$55,724.64	\$ 87,756.88
9	\$43,008	\$56,699.76	\$ 91,267.64
10	\$43,761	\$57,692.22	\$ 94,918.79
11	\$44,514	\$58,702.02	\$ 98,715.38
12	\$45,266	\$59,876.04	\$ 103,651.25
13	\$46,017	\$61,073.52	\$ 105,205.64
14	\$46,767	\$62,447.46	\$ 106,415.62
15	\$47,520	\$64,009.08	\$ 107,639.74
16	\$48,271	\$65,928.72	\$ 108,876.99
17	\$49,024	\$68,235.96	\$ 110,510.16
18	\$49,779	\$70,795.14	\$ 112,167.57
19	\$50,536	\$73,272.72	\$ 113,850.23
20	\$51,294	\$75,838.02	\$ 115,558.14
21	\$52,053	\$78,492.06	\$ 117,291.30
22	\$52,813	\$80,650.38	\$ 119,050.72

Appendix B: Healthcare

LOW FY22

	Total Amount	Employer Cost Per Month	Employee Cost Per Month
Employee <=\$67K Sal	\$691.49	\$643.09	\$48.40
Employee >\$67K Sal	\$691.49	\$616.81	\$74.68
E+S <=\$67K Sal	\$1,452.13	\$1,350.48	\$101.65
E+S >\$67K Sal	\$1,452.13	\$1,314.18	\$137.95
E+C <=\$67K Sal	\$1,210.11	\$1,125.40	\$84.71
E+C >\$67K Sal	\$1,210.11	\$1,091.52	\$118.59
E+Fam <=\$67K Sal	\$2,109.05	\$1,961.42	\$147.63
E+Fam>\$67K Sal	\$2,109.05	\$1,912.91	\$196.14

HIGH FY22

	Total Amount	Employer Cost Per Month	Employee Cost Per Month
Employee <=\$67K Sal	\$847.90	\$648.64	\$199.26
Employee >\$67K Sal	\$847.90	\$613.88	\$234.02
E+S <=\$67K Sal	\$1,780.60	\$1,395.99	\$384.61
E+S >\$67K Sal	\$1,780.60	\$1,355.04	\$425.56
E+C <=\$67K Sal	\$1,483.83	\$1,157.39	\$326.44
E+C >\$67K Sal	\$1,483.83	\$1,123.26	\$360.57
E+Fam <=\$67K Sal	\$2,586.11	\$2,068.89	\$517.22
E+Fam>\$67K Sal	\$2,586.11	\$1,999.06	\$587.05

Appendix C: Parental Leave

Parental Leave

NYLAG Personnel Manual Language

Employees with at Least Six Months of Service at NYLAG

Paid Leave

- Employees working at NYLAG for at least six (6) months are entitled to twelve (12) weeks paid parental leave to care for a newborn or a newly adopted child.
- Employees working at NYLAG for at least one (1) year are entitled to fourteen (14) weeks paid parental leave to care for a newborn or a newly adopted child.
- Employees working at NYLAG for at least three (3) years are entitled to sixteen (16) weeks paid parental leave to care for a newborn or a newly adopted child.
- Parental leave must be taken within the first twelve (12) months following the birth or adoption of a child.
- Intermittent use of the leave will be allowed. A planned schedule should be worked out with an employee's supervisor.
- The parental leave described in this policy runs concurrently with twelve week (12) FMLA leave and New York State Paid Family Leave.
- Short-term disability insurance is also available for pregnancy leave.

Using Vacation Time, Sick Leave and Personal days following Paid Leave

- Employees will be allowed to use a combination of accrued, carry-over or advanced vacation days, sick and/or personal days directly after the paid weeks of parental leave.
- Employees must use all accrued vacation days first following paid parental leave, followed by their choice of carry-over and advanced vacation time, sick leave or personal days.

Accrual of Vacation Time and Sick Days while on Leave

- Vacation time and sick days do accrue during all paid leave (parental, vacation time, sick and personal days) but do not accrue during any unpaid leave after the twelve (12) week FMLA leave period.

Leave after Paid Parental Leave

- An employee will be permitted to take up additional weeks of leave (paid and/or unpaid, depending on the use of vacation time, sick leave and personal days described above) beyond the paid leave period for a total of 26 weeks parental leave.

- Any requests for leave after 26 weeks parental leave must be made pursuant to NYLAG's general leave of absence policy.

Part Time Employees

- Part-time employees working at NYLAG are entitled to the same number of weeks of parental leave as full-time employees, which is paid the same part-time salary as they were paid prior to going on leave. (For example, a part-time employee paid 60% of their "full-time" salary will be paid that 60% during their paid parental leave).
- An employee who worked different schedules during the twelve (12) months prior to commencing parental leave will be paid at a rate corresponding to the average percentage time worked during those twelve (12) months. (For example, an employee who worked 80% time for six (6) months and full-time for six (6) months in the twelve (12) months prior to commencing parental leave will be paid 90% of their "full-time" salary during their paid parental leave.)

Seniority Benefits

- All seniority benefits, including, but not limited to, salary step level and seniority based increases in annual leave, shall accrue during any period of parental leave (paid or unpaid) period of up to (24) weeks.
- Note: this will only affect staff on parental leave on or after July 1, 2017.

Employees with Less Than Six Months of Service at NYLAG

- Employees working at NYLAG for less than six (6) months are entitled to a maximum of eight (8) weeks parental leave to care for a newborn or a newly adopted child.
- Parental leave must be taken within the first twelve (12) months following the birth or adoption of a child. Intermittent use of the eight (8) weeks will be allowed. A planned schedule should be worked out with an employee's supervisor.
- Employees must exhaust their previously accrued vacation and/or sick days during the up to eight (8) week leave. The remainder of the leave is unpaid.
- To the extent that an employee becomes eligible for FMLA leave during this eight (8) week unpaid parental leave, these eight (8) weeks would be counted toward the twelve (12) weeks of FMLA.