

NYLAG Contract 2022-2025

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

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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: Administrative Assistant, Administrative Clerk, Coordinating Attorney, Coordinating Financial Counselor, Coordinating Paralegal, Coordinating Senior Attorney, Coordinating Senior Financial Counselor, Coordinating Senior Paralegal, Data Analyst, Data Coordinator, Department of Justice Accredited Representative, Driver, Financial Counselor, Grants and Data Coordinator, Grants Officer, Grant Writer, Law Graduate, Office Coordinator, Operations Coordinator, Paralegal, Paralegal Case Handler, Pro Bono Coordinator, Receptionist, Senior Coordinating Attorney, Senior Coordinating Financial Counselor, Senior Coordinating Paralegal, Senior Financial Counselor, Senior Grant Writer, Senior Paralegal, Senior Staff Attorney, Special Projects Coordinator, Staff Attorney, Volunteer and Program Assistant, Volunteer and Program Coordinator, Fellows employed for more than six months, Temporary Employees employed for more than six months and not otherwise excluded, and Drivers who have worked an average of four (4) hours or more per week during the thirteen (13) weeks immediately preceding April 1 to be determined every calendar year, but shall exclude Development Coordinator, Digital Marketing Coordinator, Payroll Specialist, Senior Accountant, Interns, AVODAHs, unpaid fellows, Fellows employed for six (6) months or less, temporary employees employed for six (6) months or less, temporary employees hired to fill a temporary vacancy while an employee is on one or more consecutive leaves 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, the 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 the Employer. Any Bargaining Unit Member may authorize the 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, 2022 (the "Effective Date"), and will continue in full force and effect until one minute after midnight on July 1, 2025 (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 the 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 a total of thirty (30) days per year for members in this Bargaining Unit to attend union activities. Such time off shall be granted to a member of the Bargaining Unit upon request made to their 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 (1) hour of union orientation as part of the quarterly new hire training.

NYLAG shall provide release time such that one (1) employee may be placed on unpaid leave for three (3) years in order to serve on the Union's staff. The Employee shall be allowed to renew union leave if re-elected or re-appointed to their Union position. Such employee shall continue to accrue seniority for all purposes while they are on Union leave and shall be able to return to NYLAG after their leave to a comparable position within the unit from which they

departed if there is an open position in that unit for which they are qualified, or a comparable position for which they are qualified in a different unit if an open position is available in another unit and no open comparable position is available in the unit from which they departed.

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 their 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

All Joint Union-Management Committees shall have the same number of Union-side members as Management-side members. 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

1.9.1 Grievance Procedure

Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a “grievance”), shall be settled by and between the duly authorized representatives of the Union and the Employer.

Step 1:

The First Step grievance will be filed in writing by the Union within thirty (30) calendar days of the event giving rise to its occurrence. The written grievance shall be submitted to the grievant’s supervisor. If the action being grieved is discipline or termination taken in the name of a higher level supervisor, the First Step grievance will be submitted to that person. The written grievance shall include a statement that is sufficient to give notice that the matter is being grieved and shall clearly articulate the issue(s) grieved, the relevant contract provision(s), and the relief sought. Within ten (10) business days of receipt of the grievance, the parties will seek resolution through discussion among the aggrieved Employee(s), their Union representative, or, in the appropriate case, the Union as the aggrieved party, and the aggrieved party’s immediate supervisor, who will issue a written decision within five (5) business days of such meeting.

Step 2:

If the grievance is not settled at Step 1, the grievance may be appealed, in writing, within five (5) business days from the Union’s receipt of the Step 1 decision 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 Vice Presidents or their designated representative. Within ten (10) business days

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 five (5) business days from the Union's receipt of the Step 2 decision to the President or their designated representative. A Step 3 meeting will be held within ten (10) business days and if not settled, NYLAG shall state its disposition, in writing, and reasons, therefore, within five (5) business 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 President no later than forty-five (45) calendar 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 (3) arbitrators shall constitute a panel which shall be used to hear cases on a rotating basis.

1. Marlene Gold
2. Martin Scheinman
3. Abigail Levy

- b) The arbitration will be conducted in accordance with the AAA Voluntary Labor Arbitration Rules. The decision of the arbitrator shall be in writing (issued within thirty (30) calendar days of the close of the record) and final and binding upon both parties, but the arbitrator 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) calendar 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 within the required time of the Step 3 meeting, the grievance is deemed withdrawn with prejudice.

1.9.2 Termination (Suspension with Intent to Discharge)

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) business days of notification to the Employee and the Union of the suspension with intent to discharge, provided the Union files a grievance within five (5) business days of receipt of the suspension notification. If the Union does not file a grievance with five (5) 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.

1.9.3 Exclusive Remedy

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 of 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.

At least once annually each Unit's director will have a meeting with its staff at which it reviews the grant deliverables applicable to the work of the Unit and funding to support such deliverables as well as the grant requirements regarding the Unit's work. Deliverables will include the number of cases and the definition of what constitutes a case, if any, required by the contract. In addition, each Unit's director will communicate to their staff, within thirty (30) days of any material change in grant deliverables or requirements, that affects bargaining unit employees' work.

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, 2022. All employees in the bargaining unit employed as of the Ratification Date (March 20, 2023) will receive a ratification bonus in the amount of one thousand two hundred and fifty dollars (\$1,250), less applicable withholdings.

2.2 Salary Reopener

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

The 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 the Ratification 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 seventy-five percent (75%) of each qualifying year. All non-attorney staff shall receive one (1) year of credit for every qualifying year of legal and relevant non-legal work where they've gained skills directly applicable to their work at NYLAG, provided that the non-attorney can demonstrate that they have done such work for at least seventy-five percent (75%) of each qualifying year. In addition, for non-attorney staff, an advanced degree or certification, where they've gained skills directly applicable to their work at NYLAG shall count as one (1) year of work. Notwithstanding the foregoing, NYLAG shall be permitted to place employees in the following job titles (including "Senior" titles) at a higher step on the Basic Salary Schedule for purpose of providing a market-competitive salary: Volunteer and Program Assistant, Volunteer and Program Coordinator, and Pro Bono Coordinator. In addition, on the Grants and Development Salary Scale, Grants & Data Coordinator shall start at steps 1-3, Data Analyst shall start at steps 5-7, and Grants Officer shall start at steps 9-11, based on years of relevant experience.

For purposes of measuring the time period of a "qualifying year," 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 two (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 two (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 an 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 Union shall have thirty (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. An employee shall move to the next step on the Basic Salary Schedule on the anniversary of their date of hire (the "Anniversary Date").

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

The 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 their regular salary for time worked at forty (40) weekly hours or less.

2.7 Sick Days

Paid sick days accrue at a rate of 7.58 hours for every month worked, for a total of thirteen (13) days annually. 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 fifty-six (56) hours per calendar year, consistent with applicable law.

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, stepmother, stepfather, guardian, custodian sibling, sibling, stepsibling, spouse, significant other, life-partner, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law and brother-in-law.

Employees may not carry a negative sick time balance of more than two (2) days or fourteen (14) 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.

The requirements of the New York City Earned Sick and Safe Time Act are waived pursuant to N.Y. Admin. § 20-916 and the requirements of the New York State Paid Sick Leave Law, New York Labor Law § 196-b are waived because comparable benefits are provided in this Agreement, including but not limited to the benefits contained in this Article.

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 scheduled 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 7/1/23. Until such date, the existing 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 Days. Upon ratification an employee may rollover up to ten (10) vacation days annually to the following year, which shall expire on June 30th of that

following year. Employees with rollover vacation days will use those days prior to using vacation days accrued in the current calendar year.

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. For the purposes of pay-out, if any employee rolls over more than five (5) vacation days into the same calendar year of their resignation, lay-off, or termination, NYLAG will pay out the balance of their unused and accrued vacation days less the number of any rollover vacation days used in excess of five (5) rollover vacation days. (For example, if an employee with over three (3) years of employment rolls over seven (7) vacation days into 2024, uses six (6) rollover vacation days, accrues fourteen (14) vacation days, and resigns on June 30th, they shall be paid thirteen (13) unused and accrued vacation days at the time of resignation.) 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-work week notice period.

2.11 Personal/Wellness Days

NYLAG will amend its Personnel Manual such that all full-time employees are entitled to three (3) personal/wellness days per calendar year.

2.12 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 and announced via NYLAG-wide e-mail for at least seventy-two (72) hours before being posted externally. Employees who wish to be considered for a posted position shall submit a written application on a form provided by NYLAG for such position. NYLAG shall respond to each internal applicant and shall interview qualified internal applicants who apply within five (5) days of the e-mail announcement of the posting, in addition to any policies developed by the REDI Committee and adopted by NYLAG regarding interviewing qualified internal candidates. Upon request, any internal applicant who is rejected for a position shall receive feedback on their application. Any internal applicant who submits their application within five (5) days and is not offered an interview shall receive an explanation of why they did not meet the qualification(s) for the position.

3.3 Employment Status

3.3.1 Probationary Period. A non-probationary employee may be disciplined or discharged only for just cause, with recourse to the grievance and arbitration procedures in Article 1.9 Grievance. 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. When NYLAG intends to extend an employee's probation period, it shall inform the Union in writing two (2) weeks in advance of the end of the employee's probation period. The notice shall identify the reasons for the extension, and where appropriate shall identify the particular areas in need of improvement based on the previous evaluations and the then-current concerns. 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 Step 4 (arbitration).

3.3.2 Bar Examination. A law graduate shall not be fired solely for the first failure of the bar examination. All law graduates (including staff admitted in another jurisdiction or jurisdictions but not in New York) required by NYLAG 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 exam. Any employee who does not sign up and take the next available bar exam after failure shall be terminated, absent extraordinary circumstances, and such termination shall not be subject to Article 1.9, Grievances. NYLAG may, in its sole discretion, terminate a law graduate who fails the bar a second time and such termination shall not be subject to Article 1.9, Grievances. When making its determination, NYLAG will consider whether the Unit needs an employee admitted to the bar or who can practice under a Student Practice Order, and the overall staffing needs of the Unit.

In addition, 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 (2) weeks paid leave (that will not count against vacation days) for the purposes of studying for the bar exam a second time, in addition to using any other appropriate paid time off.

Bar Exam Preparation Costs. For law graduates taking the bar exam for a second time, the Employer will cover the costs of the exam registration and the technology fee.

Caseload Relief. Three (3) weeks before an employee who is taking the bar exam for a second time goes on bar study leave, they will meet with their supervisor to discuss managing the staff employee's caseload in order to facilitate studying for the bar exam

3.3.3 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.

3.3.4 Temporary Employees. Temporary Employees shall be advised in writing at the time of hire of their start date and anticipated end date. The end of the temporary employee's employment and the anticipated end date shall not be subject to Article 1.9, Grievances. Temporary employees become members of the bargaining unit in accordance with Article 1.1, Union Recognition.

3.3.5 Immigration

NYLAG will assist all non-citizen employees in the timely application and renewal of employment authorization, and lawful permanent residency, including all visas and lawful permanent resident applications to which the employees' immediate family members are eligible, by providing requested documentation in support of the application.

Additionally, NYLAG will take reasonable steps to secure pro bono legal assistance for noncitizen employees through its partnerships and network of private law firms.

NYLAG will consider sponsorship of non-citizen employees for employer-based visas on a case by case basis. This consideration will be based on (1) eligibility of the employee for such a sponsorship, (2) the needs of the unit in which the employee works or will work, (3) NYLAG's interest in staff retention and continuity of representation for clients, and (4) the cost to NYLAG of such a sponsorship. Any employee who believes themselves eligible for an employer-based visa, and who is interested in such a sponsorship, shall email HR and NYLAG shall respond to the request in no more than

two (2) weeks, and shall include the basis for their decision if they do not agree to sponsor the employee.

In the event NYLAG determines that it will sponsor a non-citizen employee for an employer-sponsored visa, NYLAG shall pay for all employer-related costs associated with such visa. The non-citizen employee shall be responsible for the costs associated for any of their dependents.

3.4 Leave

3.4.1 Sabbatical

After four (4) years, or after four (4) years upon return from a prior sabbatical, attorneys and non-attorneys may request a sabbatical of a set length between six (6) and twelve (12) months. 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. An employee who is receiving Short-Term Disability benefits shall be able to return to their position (if available) or an equivalent position for the duration of their Short-Term Disability benefits.

An employee who is receiving Long-Term Disability benefits shall be able to return to their position (if available) or an equivalent position for up to one (1) year from the first day of leave for the condition that formed the basis for them receiving Long-Term Disability benefits, or as otherwise required by applicable law. If enrolled in the Employer's health insurance plan, such employee shall continue to pay the active employee monthly contribution rates for health care benefits for up to fifty-two (52) weeks from the first day of leave for the condition that formed the basis for them receiving Long-Term Disability benefits, or as otherwise specified in the health insurance plan documents.

3.4.3 Holidays

Employees shall receive the paid holidays set forth below:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Election Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving Day
- Christmas Day

All employees shall be compensated at their regular rate of pay for holidays falling on their regularly scheduled workdays. Observed holidays that fall within any employee's scheduled vacation time shall not be charged against accrued vacation leave. Employees on unpaid leave of absence are not eligible for holiday pay.

In addition to the holidays set forth above, each employee may request to take one (1) additional day off for a religious or cultural observance not listed above. Requests to use such day shall be submitted at least fourteen (14) days in advance (for either a specific day off, or for a narrow range of specific dates that an upcoming religious or cultural observance is expected to fall within) and shall identify the requested day off. Such requests shall not be unreasonably denied. This additional day shall not be carried over from year-to-year, nor shall it be paid out upon termination of employment.

3.4.4 Parental Leave

All employees may take up to eighteen (18) weeks of paid parental leave for the birth or care of a newborn child/children or for a child/children newly in their care. Paid parental leave 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 it cannot extend beyond the first year after the triggering event. For purposes of this subsection, “weeks” shall be calculated excluding paid holidays. Any paid holiday that falls during the eighteen (18) weeks of paid parental leave shall be added to the end of the paid parental leave (not to exceed a total of 90 paid parental leave days). This section fully applies to all the enumerated categories of children of an employee’s domestic partner. In addition to the eighteen (18) weeks of paid parental leave, an employee may use a combination of vacation time, sick time, personal days, and unpaid leave of absence such that the total amount of leave is up to twenty-six (26) 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 twenty-six (26) weeks of parental leave. 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. For the purpose of this policy, the term “immediate family” includes an employee’s parent, stepparent, guardian, sibling, custodian sibling, stepsibling, spouse, life partner, child, stepchild, grandchild, grandparent, spouse or partner’s parent, live-in mate and non-traditional family member with whom the employee shared an emotional commitment and interdependence comparable to that typically shared with immediate family members. Full-time employees are eligible for seven (7) 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. Such requests may not be unreasonably denied. Part-time employees are eligible for days off with pay on a pro-rata basis.

3.5 Hybrid Work

3.5.1 Employees shall have a hybrid work schedule that consists of working in-person a minimum of two (2) days per week and remotely up to three (3) days per week, provided:

1. Working remotely is consistent with the employee's job duties and requirements; and
2. The employee confirms that their remote location is suitable for performing their job duties and requirements, allows them to comply with ethical standards of confidentiality and representation, has the equipment necessary to perform their work remotely, and is within commuting distance from NYLAG's office. An employee may occasionally work from a further remote work location with advance notice to, proper coverage planning with, and approval from their supervisor.

Notwithstanding anything in this Article, employees may be required to work more than two (2) days in-person per week if:

1. They are working under a performance improvement plan, or they are subject to discipline related to performance, either of which may be improved by more in person work; or
2. They are in their probationary period; or
3. They are within their first twelve (12) months of employment for purposes of training and professional development (e.g., shadowing other employees or attending in-person meetings/court appearances).

Employees who are off two (2) days for vacation, sick day, personal day, holiday, or leave during the week must work a minimum of one (1) in-person day in a week. Employees who are off four (4) or more days do not need to work any minimum number in-person days during the week.

Notwithstanding the foregoing, employees shall comply with Sections 3.5.3 and 3.5.4 below, including going to court or administrative agencies, staffing partner agencies, meeting with clients, trainings, and attending in-person meetings.

Consistent with the other provisions of this section, an employee's in-person days shall be determined by their Unit Director following consultation with the employee, including discussing the employee's preferences and NYLAG's business needs. Consistent with current practice, employees may request to adjust their in-person days due to client and/or case needs, upon consultation with and approval from their supervisor.

3.5.2 "In-person" work, in addition to working from NYLAG's office, shall include working from an offsite clinic, courthouse, or other client-based location. If the employee is at an offsite location for four (4) hours or more, that shall count as one (1) in-person day.

3.5.3 Employees shall offer to hold client meetings in-person or remotely (whether the meeting takes place in-person or remotely is based on the client's preference). Employees are also expected to come into the office for meetings with supervisors, team/unit/project/staff meetings, and trainings, when requested. NYLAG and its supervisors shall provide as much advance notice as practicable of these events so that employees can make arrangements to attend in-person if it is not one of their regularly scheduled in-person days.

3.5.4 When working remotely, an employee is expected to:

1. Be available to attend, in-person, court dates, hearings, and other site-specific commitments scheduled for that day, to the same extent as when working in-person in NYLAG's offices;
2. Be available to respond to supervisors, clients, colleagues and other constituents, consistent with other work obligations, to the same extent as when working in-person in NYLAG's offices; and
3. Be prepared to discuss a plan for the days' work in advance with their direct supervisor, if requested, to the same extent as when working in-person in NYLAG's offices.

3.5.5 On occasion, employees may request a temporary change to their schedule to work fewer than (2) in-person days, if consistent with their job responsibilities. NYLAG shall consider such requests on a case-by-case basis, taking into account the reason for the employee's request and NYLAG's business needs.

3.5.6 Summer Flexibility. Provided the following is consistent with an employee's job duties and responsibilities, during the summer months (starting the last Monday of June

through the first Friday of September), NYLAG's hybrid work policy will have added flexibility as follows:

- Staff must do in-person work at least one (1) day each week.
- The second day of work from NYLAG's offices will be flexible and floating, to account for summer schedules, as follows:
 - For the ten (10) weeks of the summer months, staff must do an additional eight (8) days of in-person work.
 - These additional eight (8) days of in-person work must be done at some point during the ten-week period regardless of whether a staff person takes vacation or other days off during those ten (10) weeks (except as to staff who are on leave during this time).
 - As to the one (1) day per week of in-person work, this must be done each week except if a staff person is off (for vacation, sick day, personal day, leave, etc.) for the entire week, or is off for three (3) or four (4) days that week.
- Notwithstanding the foregoing, employees will still be required to comply with 3.5.3 and 3.5.4.

3.6 Personnel Records

Personnel files are the property of NYLAG. Any employee who wishes to see their personnel file shall be entitled to inspect material in their file up to two times per year. Requests to inspect personnel file(s) shall be made to the Director of Human Resources or their 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 the factors set forth below, 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 (24) 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.

As part of this process of matching eligible employees and vacancies, the NYLAG may require the employee(s), or the employee(s) may request, 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. If an employee meets with staff in the unit or units in which there are vacancies, the employee will submit their feedback to NYLAG within one (1) business day of the last meeting.

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 (24) 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 or a position where like skills are required and for which they are qualified. Such positions will be made available no later than the time that the position would normally be filled. Provided that the number of open positions exceeds the number of affected employees, and provided further that NYLAG does not fill all of the open positions for which affected employees are qualified, offers to outside candidates may be made after the Union and NYLAG meet pursuant to sections 3.7.1 and 3.7.2 (if applicable).

3.7.4 Implementation

Employees who refuse transfer will be deemed terminated because of economic retrenchment in their Program and will 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 factors listed in section 3.7.2 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 fifteen (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 nonharmful, non-injurious, 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.

NYLAG will take reasonable steps, consistent with applicable government orders and recommendations, to protect staff and clients visiting the workplace from health risks or infectious disease. In addition, NYLAG will meet with the Union to discuss these steps quarterly and additionally as needed.

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 shall be eligible after three (3) years of satisfactory experience in that job title at NYLAG; Financial counselors shall be eligible after four (4) years of satisfactory experience in that job title at NYLAG; all other positions within the bargaining unit 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. Employees shall be notified within sixty (60) days of their three (3) or (4) year anniversary in title whether they have been granted a senior designation. Senior designation shall be effective from the date of anniversary. Senior designation does not result in any increased compensation.

Staff who fulfill the responsibilities and requirements of both a senior staff member and coordinating staff member shall hold the title prefix “Coordinating Senior [staff member title].” After four (4) years of satisfactory experience as a “Coordinating Senior [staff member title]” the member shall be eligible to receive the title prefix “Senior Coordinating [staff member title],” except for paralegals shall be eligible to receive the prefix “Senior Coordinating Paralegal” after three (3) years of satisfactory experience in that job title. Employees shall be notified within sixty (60) days of their three (3) or (4) year anniversary in a coordinating senior title whether they have been granted senior coordinating designation. These designations shall be effective from the date of anniversary. Coordinating positions receive the differential set forth in Article 3.10.2.

Supervisors shall meet with staff who are not granted a promotion. Such 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. Such staff shall be eligible to be reviewed for said promotion again on their next anniversary date, at the latest.

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.

Any paralegal who has received DOJ accreditation shall have the designation “Department of Justice Accredited Representative,” added to their title and shall receive an annual differential of \$3,000 if they work on immigration cases at least fifty percent (50%) of the time (i.e., more than half of their cases are immigration cases) or an annual differential of \$1,500 if they work on immigration cases less than fifty percent (50%) of the time (i.e., less than half of their cases are immigration cases).

3.10.2 Coordinating Positions. Coordinating Attorneys, Coordinating Paralegals, Coordinating Financial Counselors, Office Coordinators, and Operations Coordinators will receive an annual differential of \$3,500.

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

3.12.1 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 composed of an equal number of Union and Management appointees. Two union-side slots on the REDI Committee must be reserved for the POC Caucus Representative and the LGBTQ Representative, or their respective designees. The Union members who are on the REDI Committee as of the date of the CBA may remain on the REDI Committee through the duration of this contract. NYLAG's Chief Diversity and People 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.
- Implementing initiatives that strengthen the recruitment, retention, and promotion of diverse employees.
- Making recommendations that extend beyond diversity recruitment and hiring only, to include best practices that foster an inclusive workplace and promote 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, including, but not limited to:
 - 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 Diversity and People Officer as someone who staff can report incidents to, in addition to the next level of supervision, Chief Operating Officer, General Counsel, Vice President, and/or President.
- 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: Chief Diversity and People Officer, Chief Operating Officer, General Counsel, Vice President, and/or President. 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 the Union believe that all employees should have reasonable, equitable, and sustainable workloads, taking into account the needs of individual clients, the overall mission of NYLAG to provide services in the community, and NYLAG's obligations to its funders and professional responsibility. NYLAG and the Union recognize that NYLAG may not be able to control funding, court filings, client needs, attrition, or employee leaves, all which impact workload. NYLAG and the Union recognize that in our provision of high-quality services that are client-centered, reasonable workloads are but one piece that also includes, but is not limited to, supporting our staff as they engage in work that is impactful and complex.

4.1.1 Definitions

- a) **Active Case:** For purposes of this Section, an "active case" is defined as:
- i. A case in which (A) NYLAG is providing full representation or extensive services to a client and (B) the primary case handler will engage in "activity" as defined in Subsection (a) on that case within the next thirty (30) days.

For purposes of this section:

- a. "Activity" is defined as:
 - i) An appearance before a tribunal that requires meaningful preparation (excluding purely administrative virtual/remote appearances such as a scheduling conference); or
 - ii) Spending a substantial amount of time: drafting a motion, drafting a legal brief, conducting negotiations, doing relevant research, developing case strategy, communicating/meeting with clients, or extensive fact gathering/investigation; or
 - iii) Performing other activities for a case that typically approximate at least three (3) hours of work in the aggregate; or
 - iv) Additional activities that are not included are: 1) sporadic contacts with clients, agency personnel, adversaries, or others associated with a client's case, and 2) timekeeping, statistical record keeping, or case review responsibilities.
- b. If a primary case handler is working on multiple cases in NYLAG's case management system for the same client, each case shall separately be evaluated to determine if it constitutes an "active case" based on the above definition. In making such a determination, the same activity shall not be attributed to more than one case. If a primary case handler is working on multiple cases in NYLAG's case management system for the same client,

and none of the activities on any single case meet the definition of an “active case” but in aggregate, the activities would constitute “activity” as defined herein, that will count as one (1) active case for the time period.

- c. If a primary case handler represents multiple parties being heard or determined together before the same jurist, adjudicator, or agency (including but not limited to a consolidated proceeding), the representation shall be analyzed to determine if it constitutes one (1) active case or multiple active cases. Such determination shall be based upon whether the facts alleged and relief sought is substantially similar.

b) Full Representation:

- i. For purposes of this Section, “full representation” is defined as:
 - a. When a primary case handler puts in a notice of appearance on a case (e.g. there is a document filed in a court or administrative agency that indicates NYLAG is the representative for the client); or
 - b. When there is a signed retainer stating that we have taken on a specific legal matter or financial counseling matter for full representation; or
 - c. When a primary case handler and their supervisor agree that the Employer will take on the case for full representation and the primary case handler has begun work on the case.
- ii. For purposes of this Section, full representation is not advice and counsel, brief services, or extensive services, or any equivalent or lesser provision of services.

c) Extensive Services:

- i. For purposes of this Section, “extensive services”, as defined in the Legal Server Manual and Glossary as of the ratification date of this contract, are cases that involve a high level of factual complexity, highly sophisticated legal analysis, drafting non-routine original pleadings or legal documents, and significant legal research. Included herein are cases typically considered as extensive services in the ordinary course of that Project’s practice. Nothing herein is intended to modify what extensive services are as of the Ratification Date.
- ii. For purposes of this Section, extensive services is not advice and counsel, brief services, or any equivalent or lesser provision of services, as defined by

NYLAG's office-wide Legal Server Manual and Glossary as of the ratification date of this contract.

4.1.2 Reasonable Workload Factors

When determining whether an employee has a reasonable workload, the following factors may be considered, as relevant:

- a) Paralegals:** Factors to be considered in determining what a reasonable workload is for Paralegal Staff include: a) Client and community needs; b) Level of experience of the employee; c) Ensuring provision of high-quality services; d) The number of hours the paralegal reasonably spends handling their work and the usual amount of time other paralegals doing substantively similar work spend handling their responsibilities; e) For primary case handlers, assessing the number of open active cases and case types within the caseload for which they are the primary case handler; f) Other responsibilities assigned to the employee, including but not limited to clinic assignments, translation/interpretation, intake requirements, and work performed on cases that fall outside of the definition of an “active case”; g) Character of case work assigned, including complexity of case, breadth of case types, and level of services provided; h) Supervision available; and i) Ensuring that staff are provided with opportunities for professional development and training, including but not limited to on topics related to vicarious trauma. No one factor shall be determinative or shall outweigh all other factors.
- b) Financial Counselors:** Factors to be considered in determining what a reasonable workload is for Financial Counselors include: a) Client and community needs; b) Level of experience of the employee; c) Ensuring provision of high-quality services; d) The number of open active cases for which they are the primary case handler; e) The number of hours the financial counselor reasonably spends handling their cases, the amount of work reasonably required in particular cases depending on their nature and complexity, and the usual amount of time other financial counselors doing substantively similar work spend handling their responsibilities; f) Supervision available; g) Other responsibilities assigned to the employee, including but not limited to clinic assignments, translation/interpretation, intake requirements, and work performed on cases that fall outside of the definition of an “active case”; h) Character of case work assigned, including complexity of case, breadth of case types, and level of services provided; and i) Ensuring that staff are provided with opportunities for professional development and training, including but not limited to on topics related to vicarious trauma. No one factor shall be determinative or shall outweigh all other factors.
- c) Attorneys and Law Graduates:** Factors to be considered in determining what a reasonable workload is for Attorneys and Law Graduates include: a) Client and

community needs; b) Level of experience of the employee; c) Ensuring provision of high-quality services; d) The number of open active cases for which they are the primary case handler; e) Character of cases assigned, including complexity of case, breadth of case types, level of services provided, and tribunal and/or agency before which advocacy is conducted; f) The number of hours the attorney reasonably spends handling their cases, the amount of work reasonably required in particular cases depending on their nature and complexity, and the usual amount of time other attorneys doing substantively similar work spend handling their responsibilities; g) Supervision available; h) Other responsibilities assigned to the employee, including but not limited to clinics, translation/interpretation, intake requirements, and work performed on cases that fall outside of the definition of an “active case”; and i) Ensuring that staff are provided with opportunities for professional development and training, including but not limited to on topics related to vicarious trauma. No one factor shall be determinative or shall outweigh all other factors.

- d) All other Employees:** Whether staff are regularly able to complete their duties within their workday without requiring overtime hours.

4.1.3 Exceptions

Notwithstanding Section 4.1.2, a workload may be considered reasonable when the assignment of additional cases or work is pursuant to an exception set forth below. When such an exception applies to an Employee, the Employer will alert the affected Employee and will notify the Union in writing, as to the applicability of that exception to their workload.

- a)** Responding to a natural, manmade, or other disaster or emergency.
- b)** Redistribution of cases and workload due to staff leaving NYLAG, staff going on leave, or staff otherwise being unavailable to continue to handle their cases, when reasonably necessary due to insufficient notice to coordinate coverage without invoking this exception. Nothing herein changes the obligations under Section 4.6.
- c)** Meeting NYLAG’s contractual or grant obligations where the Employer faces an unforeseen or unanticipated inability to otherwise meet these obligations.
- d)** For purposes of this section, these circumstances are intended to be exceptional, and therefore time limited. Such circumstances should not be relied on when determining the reasonableness of an Employee’s workload in such a manner as to become the common practice. As such:

- i. Any circumstance that fits within these subsections may not be relied on when determining the reasonableness of an individual Employee's workload for longer than three (3) months. An individual Employee's workload should not be subject to any of these exceptions for more than three (3) months total in any twelve (12) month period.
- ii. With regards to any cases transferred due to Subsection (ii) above, if and when the initial primary case handler returns from leave, Unit leadership will speak with the prior case handler and new case handler regarding who will remain the primary case handler going forward. The determination as to who will remain the case handler going forward will take into account a desire for continuity of representation, the case status, work performed while the prior case handler was on leave, and if the newer primary case handler has more cases than would be considered reasonable due to covering for the person on leave.

4.1.4 Process

An Employee who believes that their workload is not reasonable shall file, or the Union shall file at their request, a written request for workload review to their Direct Supervisor and Unit Director. In advance of this request, the Employee shall update the status of their cases in NYLAG's case management system. The request for workload review shall 1) include a list of their cases, identifying those that they believe are active under the applicable definition and the activity/activities under Section 4.1.1(a) that are expected to be performed on those cases in the next thirty (30) days, and 2) specify and explain any other factors as found in Section 4.1.2 that contribute to the Employee's determination that their workload is not reasonable. In addition, if an Employee believes that there are other circumstances impacting their ability to manage their workload as they would ordinarily be able to, they may raise this during the request for workload review.

During the course of the workload review, the Direct Supervisor, Unit Director, and/or other designated management representative may prioritize the work that the Employee is to perform on their cases and pause or minimize any new cases to be picked up for full representation or extensive services, consistent with the New York Rules of Professional Conduct.

The Employee's Direct Supervisor, Unit Director, and/or other designated management representative will review the list within five (5) business days. As a part of this review, NYLAG or the Employee may request a meeting, which upon request shall be held with the Employee, Direct Supervisor, Unit Director, and/or other designated management representative. The Employee may have a Union representative present for this meeting. At this meeting, participants will review the active case list provided by the Employee at the time of the request

for workload review. At this meeting, any other factors as contained supra in Section 4.1.2 that the Employee contends impacts the reasonableness of their workload should be reviewed as well. If the Employee is a case handler, there is a rebuttable presumption that if they have forty (40) or fewer active cases, their workload is reasonable. In such instance, the burden is on the Employee to show that it is not. If the Employee is a case handler, and they have over forty (40) active cases, there is a rebuttable presumption that their workload is not reasonable. In such instance, the burden is on the Employer to show that it is reasonable. Any exceptions at Section 4.1.3 shall be noted, if considered in this review. If an Exception from 4.1.3 applies, the burden will shift to the Employer if the Employee has over fifty (50) active cases. If an Employee is not a case handler, there is a rebuttable presumption that their workload is reasonable if they are regularly able to complete their duties within their workday without requiring overtime hours.

After the review, the Employer will determine whether each case is active under the applicable definition, and the reasonableness of the Employee's workload and provide such determination to the Employee in writing. The workload review shall be completed within five (5) business days from the date a request is made by an Employee or Union representative. Any extensions to this timeline must be agreed on by NYLAG and the Union. Should the Employer determine that the Employee's workload is not reasonable, the Employer will develop a plan to address the workload, which may include intake relief, referral adjustments, project reassignment and re-prioritization, and/or other remedies.

If an exceptional circumstance under Section 4.1.3 is the reason that the Employer relies on when determining an Employee's caseload is reasonable, the Employer will discuss with the Employee affirmative efforts being made or that will be made in order to provide relief to the Employee as soon as practicable, and any anticipated timeline by which the Employee should expect that relief to be provided.

If, after reviewing an Employee's workload, the Employer determines that their workload is reasonable and the Employee is not satisfied with the outcome, the Union may file a grievance. Such grievance will start at Step 2 of the grievance procedure set forth in Article 1.9, Grievances, and must be initiated within two (2) weeks of the Employer's response. All other provisions of Article 1.9, Grievances shall apply once the Union has initiated the grievance process.

4.1.5 Arbitrator Authority

If the grievance proceeds to arbitration, the issues before the Arbitrator shall be limited to 1) whether the Employer reasonably applied the definition of "active case" set forth above (if the Grievant is a case handler), and 2) whether the Employer reasonably applied the factors listed in Section 4.1.2 and exceptions (if relevant) in Section 4.1.3, to determine whether the Employee has a reasonable workload. It will be the Union's burden to demonstrate that the Employer

unreasonably applied the definition of an “active case” or for non-case handling employees, that their workload is unreasonable.

If disputed, the Arbitrator shall determine the number of active cases based upon the evidence adduced by the parties. Once the number of active cases has been determined (or if there is no dispute), the following burden-shifting framework shall apply:

- a) If no exception from Section 4.1.3 applies and the Arbitrator determines that a case handling Employee has forty (40) or fewer active cases, there will be a rebuttable presumption that the Employee’s workload is reasonable. In this instance, the Employee will bear the burden of demonstrating that the Employer did not reasonably apply the factors listed in Section 4.1.2. If the Arbitrator determines that a case handling Employee has over forty (40) active cases, there will be a rebuttable presumption that the Employee’s workload is unreasonable. In this instance, the Employer will bear the burden of demonstrating that it reasonably applied the factors listed in Section 4.1.2.
- b) If an exception from Section 4.1.3 applies and the Arbitrator determines that a case handling Employee has fifty (50) or fewer active cases, there will be a rebuttable presumption that the Employee’s workload is reasonable. In this instance, the Employee will bear the burden of demonstrating that the Employer did not reasonably apply the factors listed in Section 4.1.2 and the exception in 4.1.3. If the Arbitrator determines that the Employee has more than fifty (50) active cases, there will be a rebuttable presumption that the Employee’s workload is unreasonable. In this instance, the Employer will bear the burden of demonstrating that it reasonably applied the factors listed in Section 4.1.2 and the exception in 4.1.3.

An Arbitrator shall be permitted to instruct the Employer to provide workload relief if they determine that an Employee’s workload is unreasonable due to the Employer’s failure to reasonably apply factors listed in 4.1.2 and any exception set forth in 4.1.3.

The Arbitrator shall not issue a remedy that would cause the Employer to be in violation of the Rules of Professional Conduct, direct the Employer about the particular cases to transfer, or direct non-bargaining unit members to take on additional workload.

4.2 Supervisors

4.2.1 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 know who they can consult while the supervisor is unavailable due to

trial, vacation, illness, extensive training, conferences or other leaves of absence, including providing notice at least one (1) week in advance of any extended leaves, when such advance notice is practicable.

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 President and/or Vice President(s), or management in comparable positions, 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. In addition, NYLAG shall offer the opportunity for staff to raise concerns regarding supervision at any time of the year, not specific to the annual evaluation period. These concerns may include asking that NYLAG consider a change in supervision if the staff believes that their concerns arise from an interpersonal conflict with their supervisor. Such reports shall be treated as confidential, to the extent practicable.

4.2.2 Changes of Supervision

NYLAG shall inform impacted staff of changes in supervision three (3) weeks in advance, when such advance notice is practicable.

4.3 Training

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

1. Explore training needs for various employees and positions to the number of initial days required;
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;
 - d) A training on coping with secondary trauma; and
 - e) Trainings for new employees.
3. Investigate, identify and encourage the use of training resources to address the training needs; and

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.

4.3.2. In order to support the work performed by the Joint Union-Management Training Committee, at least once annually, each Unit will have a meeting with its staff to discuss the training needs of the staff in the Unit and how to best meet those needs.

4.3.3. Effective six (6) months from the Ratification Date, each unit will determine the skills and training required of new staff in their department. This information shall be shared with new staff during their first two (2) weeks of employment with a timeline for completing/attending any necessary training. A staff member will be considered new if they have not been employed for at least six (6) months in a substantially similar position in the respective legal or administrative practice area for which they were hired by NYLAG.

4.3.4. 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 their fair share of programs, etc.

4.3.5. Experienced staff may request at least one comprehensive (8 hours or more) advanced training/CLE per year, addressing issues relevant to their practice. Such requests shall be granted/denied by NYLAG based on availability of training funds for the Unit, the needs of the employee's Unit, whether there are more cost-effective means for obtaining the training/CLE credit, requirements for employees to maintain a professional license, and employees' professional development.

4.4 Office Conditions

4.4.1 Office Supplies

Employees may request 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. NYLAG shall promptly designate and make available certain office supplies that employees may use when working remotely when necessary to perform their NYLAG work. NYLAG will purchase and make available, or reimburse, printer ink cartridges necessary for employees to perform NYLAG work up to one hundred dollars (\$100) per year.

4.4.2 New Employment Resources

The Employer will provide all new hires with a workspace and any office supplies necessary to successfully carry out their work responsibilities, as determined 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

- a) **Workspaces.** Each employee will be entitled to their 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. If a Unit has an Employee assigned to a workstation for a period of six months, the Employees and Management of that Unit shall meet and discuss a system including but not limited to hot desking, hoteling, or cubicle

sharing, so that no full-time employee shall be assigned solely to a workstation for a period of longer than six months.

To the extent that NYLAG maintains any NYLAG office space outside of NYLAG's main office location, Employees within the project or team for whom that office space is maintained shall have access to said space, to the extent that the building access is within our control.

- b) **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(s). Upon the Union's request, NYLAG must make this list available for review by the Union.

Each Unit will maintain a seniority list related to window seats that are within that Unit's allocation of cubicles. Within one month of ratification of this agreement, any such seniority list will be reduced to writing. This list will be shared with the Union upon request. When window seats become available within a Unit, the option to move from a non-window seat cubicle to a window seat cubicle will be offered to the most senior person on that list.

- c) **Current Office Space.** Employees who were working in offices as of 4/1/2022 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.
- d) **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.
- e) **No Bumping.** In no event will any lateral Employee bump a current bargaining unit Employee from their office or cubicle, 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.
- f) **Vacancy.** An Employee who goes on paid or unpaid leave for less than one (1) year shall return to their 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 their 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 Interpretation and Translation Services

NYLAG and the Union will form a committee to discuss providing reliable, cost-effective, and inclusive options for interpretation and translation services, for activities including but not limited to: client calls or meetings; hearings, interviews, or administrative proceedings; and for the purpose of preparing documents for any of the aforementioned. This committee will also explore services and or resources for interpretations and translations that require certifications.

If an employee provides interpretation and translation services, it shall be considered during any workload review pursuant to Section 4.1.4. NYLAG shall not assign interpretation and translation services to an employee such that their workload would be unreasonable pursuant to Section 4.1. NYLAG may require employees to provide interpretation and translation services for their unit. Employees who can provide language services may also be sought for voluntary assistance by differing units. When an employee requires the voluntary assistance of another employee from a differing unit, they shall submit a written request via email with a copy to the employee's supervisor.

4.9 Access to Assistive Technology

NYLAG is committed to providing appropriate high-quality assistive technology to employees with an impairment or disability and who require such technology to perform their assigned duties. Any employee who requires specific assistive technology shall submit a request in writing, along with a letter of support from a medical professional to the Chief Diversity and People Officer at hr@nylag.org. Such requests shall be processed in accordance with applicable

federal, state and local law. Management shall confirm receipt of the request and initiate cooperative dialogue to understand the needs of the employee within three (3) business days. After completing the cooperative dialogue process, the technology shall be purchased for the employee promptly, but no later than two (2) weeks, absent extraordinary reasons.

4.10 Workplace Technology

The Employer shall not install or use software on employee's computers, personal devices, or other Employer-issued devices for the purpose of observing an employee. Observation includes:

- Monitoring of employee keystroke or keystroke logging;
- Monitoring an employee's location;
- Monitoring an employee through their computer's camera or microphone; and/or
- Keeping track of the amount of time spent away from, or idle, at a computer.

NYLAG shall not search through any employee's personal technological devices that they bring onto NYLAG's premises, except to enforce the policies set forth in (a) below, with advance notice when practicable. NYLAG may require employees to use NYLAG issued devices such as laptops/desktop computers for performing their job duties. For all other types of devices, employees shall be permitted to use their personal device to perform their job duties. Any work-related content on any such personal devices remains property of NYLAG.

Nothing contained in this Article is intended to (a) supersede any of NYLAG's policies, including but not limited to, the Anti-Harassment and Anti-Discrimination Policy, the Computer, Internet Email & Voicemail Usage policy, or any other NYLAG policy protecting NYLAG's confidential information and property or to (b) prevent NYLAG from utilizing its case management, Go-To meeting, HRMS, or development systems (or similar type/replacement systems).

4.11 Transportation Expenses

An employee who is approved by their supervisor to (a) work in the office or (b) work at an offsite location beyond 8:30 p.m. shall be eligible for a transportation reimbursement to take a taxi or car to their home or to a train or ferry station within the five New York City boroughs or within twenty-five (25) miles of their location. Such requests for reimbursement shall be discussed at the time the assignment is communicated by the supervisor.

NYLAG shall reimburse employees for job-related public transportation expenses incurred by employees to fulfill their job duties (e.g., subway rides to clinics, client meetings, court

appearances). This provision does not apply to an employee’s commuting expenses to and from their home or to employees who use their commuter benefits card to purchase such ride(s).

ASSOCIATION OF LEGAL AID ATTORNEYS, UAW LOCAL 2325 AFL-CIO

NEW YORK LEGAL ASSISTANCE GROUP

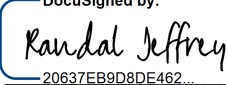
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Lisa Ohta

Title: President

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Randal Jeffrey

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Alexander Hu

Title: A Better NYLAG Chapter Chair

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A Better NYLAG Disability Caucus Representative

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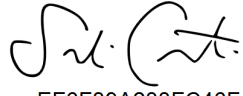
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Debbie Avila

Title: A Better NYLAG - POC Caucus Representative

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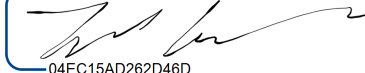
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Sadie Casamenti

Title: A Better NYLAG IPU Representative

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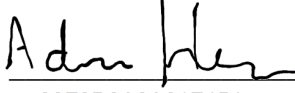
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Julia Geiger

Title: A Better NYLAG LGBTQ Caucus Representative

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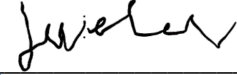
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Adam Herron

Title: A Better NYLAG Parent Caucus Rep

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Julie Howe

Title: A Better NYLAG Consumer Protection Unit Representative

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Puja Paul

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Title: A Better NYLAG Domestic Violence Law Unit Representative

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Marcela Romero

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Marcela Romero

Title: A Better NYLAG Non Attorney representative

Date: 07/20/2023

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Andrés Rosario

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Andrés Rosario

Title: A Better NYLAG Administrative Unit Representative

Date: 7/24/2023

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Molly Rugg

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Molly Rugg

Title: A Better NYLAG Tenants' Rights Unit Representative (Proxy)

Date: 7/21/23

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Nancy Sai

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Nancy Sai

Title: A Better NYLAG Small & Mighty Unit Representative

Date: 7/24/2023

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Joseph Schofield

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Joseph Schofield

Title: A Better NYLAG LegalHealth Unit Representative

Date: 7/24/2023

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Oren Silverman
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Oren Silverman

Title: A Better NYLAG Tenants' Rights Unit Representative

Date: 7/24/2023

APPENDIX A SALARY SCHEDULE

FISCAL YEAR 2023

Admin				Attorney				Non-Attorney Professional				Development		
Step	Current	Offer	% Increase	Step	Current	Offer	% Increase	Step	Current	Offer	% Increase	Step	Salary	Starting Relevant Work Experience
LG	n/a			LG	\$71,576	\$73,544	2.75%	LG	n/a			DEV 1	\$56,000	0-1 years
1	\$40,000	\$48,100	20.25%	1	\$73,046	\$75,420	3.25%	1	\$48,000	\$50,160	4.50%	DEV 2	\$57,400	2-3 years
2	\$40,750	\$49,002	20.25%	2	\$73,046	\$76,333	4.50%	2	\$48,916	\$51,117	4.50%	DEV 3	\$58,835	4-5 years+
3	\$41,500	\$49,904	20.25%	3	\$74,574	\$77,930	4.50%	3	\$50,000	\$52,125	4.25%	DEV 4	\$60,306	
4	\$42,250	\$50,806	20.25%	4	\$77,294	\$80,579	4.25%	4	\$52,018	\$54,229	4.25%	DEV 5	\$61,814	0-1 years
5	\$43,000	\$51,708	20.25%	5	\$80,771	\$84,002	4.00%	5	\$53,961	\$56,119	4.00%	DEV 6	\$63,359	2-3 years
6	\$43,750	\$52,609	20.25%	6	\$84,810	\$87,354	3.00%	6	\$55,850	\$58,084	4.00%	DEV 7	\$64,943	4-5 years+
7	\$44,500	\$53,511	20.25%	7	\$86,914	\$89,521	3.00%	7	\$56,272	\$58,523	4.00%	DEV 8	\$66,566	
8	\$45,250	\$54,413	20.25%	8	\$90,390	\$92,424	2.25%	8	\$57,397	\$59,693	4.00%	DEV 9	\$68,231	0-1 years
9	\$46,000	\$55,315	20.25%	9	\$94,006	\$96,121	2.25%	9	\$58,401	\$60,737	4.00%	DEV 10	\$69,936	2-3 years
10	\$46,750	\$56,217	20.25%	10	\$97,292	\$99,481	2.25%	10	\$59,135	\$61,500	4.00%	DEV 11	\$71,685	4-5 years+
11	\$47,500	\$57,119	20.25%	11	\$101,184	\$103,208	2.00%	11	\$60,170	\$62,126	3.25%	DEV 12	\$73,477	
12	\$48,250	\$58,021	20.25%	12	\$106,243	\$108,368	2.00%	12	\$61,373	\$63,368	3.25%	DEV 13	\$75,314	
13	\$49,000	\$58,923	20.25%	13	\$107,836	\$109,993	2.00%	13	\$62,601	\$64,636	3.25%	DEV 14	\$77,197	
14	\$49,750	\$59,824	20.25%	14	\$109,077	\$111,259	2.00%	14	\$64,009	\$66,089	3.25%	DEV 15	\$79,127	
15	\$50,500	\$60,726	20.25%	15	\$110,331	\$112,538	2.00%	15	\$65,610	\$67,742	3.25%			
16	\$51,250	\$61,628	20.25%	16	\$111,599	\$113,831	2.00%	16	\$67,577	\$69,097	2.25%			
17	\$52,000	\$62,530	20.25%	17	\$113,273	\$115,538	2.00%	17	\$69,942	\$71,516	2.25%			
18	\$52,750	\$63,432	20.25%	18	\$114,972	\$117,271	2.00%	18	\$72,566	\$74,199	2.25%			

19	\$53,500	\$64,334	20.25%	19	\$116,697	\$119,031	2.00%	19	\$75,105	\$76,795	2.25%		
20	\$54,250	\$65,236	20.25%	20	\$118,448	\$120,817	2.00%	20	\$77,734	\$79,483	2.25%		
21	\$55,000	\$66,138	20.25%	21	\$120,224	\$122,628	2.00%	21	\$80,455	\$82,265	2.25%		
22	\$55,750	\$67,039	20.25%	22	\$122,027	\$124,468	2.00%	22	\$82,667	\$84,527	2.25%		
23	\$56,500	\$67,941	20.25%	23	\$123,858	\$126,335	2.00%	23	\$83,907	\$85,795	2.25%		
24	\$57,250	\$68,843	20.25%	24	\$125,703	\$128,217	2.00%	24	\$85,166	\$87,082	2.25%		
25	\$58,000	\$69,745	20.25%	25	\$127,602	\$130,154	2.00%	25	\$86,444	\$88,389	2.25%		
26	\$58,750	\$70,647	20.25%					26	\$87,741	\$89,495	2.00%		
								27	\$89,057	\$90,838	2.00%		
								28	\$90,393	\$92,200	2.00%		

FISCAL YEAR 2024

Admin		Attorney		NAP		Development	
Step	Offer	Step	Offer	Step	Offer	Step	Offer
LG		LG	\$75,199	LG		LG	n/a
1	\$49,182	1	\$77,117	1	\$51,289	1	\$57,260
2	\$50,104	2	\$78,051	2	\$52,267	2	\$58,692
3	\$51,027	3	\$79,683	3	\$53,298	3	\$60,159
4	\$51,949	4	\$82,392	4	\$55,449	4	\$61,663
5	\$52,871	5	\$85,892	5	\$57,382	5	\$63,205
6	\$53,793	6	\$89,320	6	\$59,391	6	\$64,785
7	\$54,715	7	\$91,536	7	\$59,840	7	\$66,404
8	\$55,637	8	\$94,503	8	\$61,036	8	\$68,064
9	\$56,560	9	\$98,284	9	\$62,104	9	\$69,766
10	\$57,482	10	\$101,719	10	\$62,884	10	\$71,510
11	\$58,404	11	\$105,530	11	\$63,523	11	\$73,298
12	\$59,326	12	\$110,806	12	\$64,793	12	\$75,130
13	\$60,248	13	\$112,468	13	\$66,090	13	\$77,009
14	\$61,170	14	\$113,762	14	\$67,576	14	\$78,934
15	\$62,093	15	\$115,070	15	\$69,267	15	\$80,907
16	\$63,015	16	\$116,392	16	\$70,652		
17	\$63,937	17	\$118,138	17	\$73,125		
18	\$64,859	18	\$119,910	18	\$75,868		
19	\$65,781	19	\$121,709	19	\$78,523		
20	\$66,703	20	\$123,535	20	\$81,271		
21	\$67,626	21	\$125,388	21	\$84,116		
22	\$68,548	22	\$127,268	22	\$86,429		
23	\$69,470	23	\$129,178	23	\$87,725		
24	\$70,392	24	\$131,102	24	\$89,042		
25	\$71,314	25	\$133,083	25	\$90,378		
26	\$72,236			26	\$91,509		
				27	\$92,882		
				28	\$94,275		

FISCAL YEAR 2025

Admin		Attorney		NAP		Development	
Step	Offer	Step	Offer	Step	Offer	Step	Offer
LG		LG	\$77,079	LG		LG	n/a
1	\$50,412	1	\$79,045	1	\$52,571	1	\$58,692
2	\$51,357	2	\$80,002	2	\$53,574	2	\$60,159
3	\$52,302	3	\$81,675	3	\$54,630	3	\$61,663
4	\$53,247	4	\$84,452	4	\$56,835	4	\$63,204
5	\$54,193	5	\$88,039	5	\$58,817	5	\$64,785
6	\$55,138	6	\$91,553	6	\$60,876	6	\$66,404
7	\$56,083	7	\$93,824	7	\$61,336	7	\$68,064
8	\$57,028	8	\$96,866	8	\$62,562	8	\$69,765
9	\$57,974	9	\$100,741	9	\$63,656	9	\$71,510
10	\$58,919	10	\$104,262	10	\$64,456	10	\$73,297
11	\$59,864	11	\$108,168	11	\$65,111	11	\$75,130
12	\$60,809	12	\$113,576	12	\$66,413	12	\$77,008
13	\$61,754	13	\$115,279	13	\$67,742	13	\$78,934
14	\$62,700	14	\$116,606	14	\$69,266	14	\$80,907
15	\$63,645	15	\$117,946	15	\$70,998	15	\$82,930
16	\$64,590	16	\$119,302	16	\$72,418		
17	\$65,535	17	\$121,092	17	\$74,953		
18	\$66,481	18	\$122,908	18	\$77,765		
19	\$67,426	19	\$124,752	19	\$80,486		
20	\$68,371	20	\$126,624	20	\$83,303		
21	\$69,316	21	\$128,522	21	\$86,219		
22	\$70,261	22	\$130,450	22	\$88,590		
23	\$71,207	23	\$132,407	23	\$89,918		
24	\$72,152	24	\$134,379	24	\$91,268		
25	\$73,097	25	\$136,410	25	\$92,637		
26	\$74,042			26	\$93,797		
				27	\$95,204		
				28	\$96,632		

APPENDIX B HEALTHCARE

Percentages Capped at First \$100,000 of Salary.

NYLAG 3.14.2023 FY24 & FY25	
LOW PLAN	Percentage of Salary
Employee	1.75%
E+S	2.75%
E+C	2.55%
E+Fam	3.50%
HIGH PLAN	Percentage of Salary
Employee	4.25%
E+S	7.25%
E+C	6.55%
E+Fam	8.50%

APPENDIX C

Parental Leave

NYLAG Personnel Manual Language

Paid Leave

- All employees may take up to eighteen (18) weeks of paid parental leave for the birth or care of a newborn child/children or for a child/children newly in their care.
- Parental leave must be taken within the first twelve (12) months following the birth, adoption, or newly-begun care 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 (12) week 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 days; and/or personal days directly after their paid weeks of parental leave.
- If an Employee elects to use additional paid time off after their paid parental leave, the Employee must use all carry-over (if any) and accrued vacation days first following paid parental leave, followed by their choice of advanced vacation time, sick days, personal days, and/or unpaid leave.

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 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 twenty-six (26) weeks parental leave.
- Any requests for leave after twenty-six (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 has 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 (26) weeks.
- Note: this will only affect staff on parental leave on or after July 1, 2017.

DocuSigned by:
Andrés Rosario
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7/21/2023

DocuSigned by:
Nancy Sai
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