

COLLECTIVE BARGAINING AGREEMENT

between the
Legal Services Staff Association
National Organization of Legal Services Workers
International Union UAW, Local 2320
and the
Worker Justice Center of New York

September 1, 2023-August 31, 2026

TABLE OF CONTENTS

1.0 PREAMBLE	4
1.1 PARTIES TO AGREEMENT:	4
1.2 STATEMENT OF PURPOSE:	4
1.3 LABOR MANAGEMENT COMMITTEE (LMC)	5
2.0 DEFINED TERMS	5
3.0 GOVERNING DOCUMENT	5
3.1 CONFLICTS BETWEEN THIS AGREEMENT AND THE POLICIES AND PROCEDURES SET FORTH IN THE WJCNY HANDBOOK	5
4.0 UNION RECOGNITION AND CONTRACT PERIOD	5
4.1 EXCLUSIVE BARGAINING REPRESENTATIVE:	5
4.2 CONTRACT TERM:	5
4.3 EMPLOYMENT STATUS:	6
5.0 AGENCY SHOP/CHECKOFF	6
5.1 UNION SHOP:	6
5.2 DUES CHECK OFF:	7
5.3 TERMINATION OF DUES CHECK OFF:	7
5.4 INSUFFICIENT WAGES:	7
5.5 INDEMNIFICATION:	7
5.6 UAW V-CAP:	7
6.0 HIRING PROCEDURES FOR BOTH MANAGEMENT AND NON-MANAGEMENT VACANCIES	8
6.1 POSTING OF VACANCIES AND INTERVIEWS:	8
6.2 FILLING OF BARGAINING UNIT VACANCIES:	8
6.3 FILLING OF MANAGEMENT VACANCIES:	9
6.4 HIRING OF THE EXECUTIVE DIRECTOR:	9
6.5 PROBATIONARY PERIOD FOR NEW HIRES:	9
6.6 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION WITHIN THE HIRING PROCESS	10
7.0 EMPLOYEE WORK PLANS AND PERFORMANCE EVALUATION	10
7.1 EMPLOYEE WORK PLAN:	10

7.2 EMPLOYEE PERFORMANCE EVALUATIONS:	11
8.0 HEALTH AND SAFETY	11
9.0 WAGES AND HOURS:	12
9.1 PAYDAYS:	12
9.2 WORK HOURS:	12
10.0 EMPLOYEE CLASSIFICATION AND OVERTIME:	12
10.1 OVERTIME PAY FOR NON-EXEMPT STAFF:	12
10.2 COMPENSATORY ACCRUAL OF HOURS FOR EXEMPT STAFF:	12
10.3 PRE-APPROVAL REQUIRED FOR OVERTIME AND COMPENSATORY HOURS:	12
11.0 SCHEDULING OF WORK HOURS:	12
11.1 STANDARD WORK HOURS:	12
11.2 FLEXIBLE SCHEDULING OF WORK HOURS:	13
11.3 WORK CALENDARS:	13
12.0 REMOTE WORK ARRANGEMENT:	13
13.0 STEP SCALE:	13
13.1 WAGE GAP RATIO:	13
13.2 CANDIDATES FOR HIRE:	13
13.3 STEP SCALE RE-EVALUATION:	13
13.4 NOTICE TO THE UNION:	14
14.0 SENIORITY, SENIOR STAFF AND PROMOTION	14
14.1 SENIOR STAFF TITLE:	14
14.2 HIRING OF BARGAINING UNIT MEMBERS TO LEADERSHIP ROLES:	14
15.0 RECOGNITION OF WORK/LIFE BALANCE	14
16.0 LEAVE TIME	15
16.2 FLOATING HOLIDAYS:	16
16.3 PAID TIME OFF (PTO):	16
16.4 SICK AND/OR MEDICAL LEAVE HOURS (MLH):	16
16.5 NURSING EMPLOYEE LEAVE	17
16.6 CAREGIVER LEAVE:	18
16.7 BEREAVEMENT LEAVE:	19
16.8 EMERGENCY CLOSURE OR ACT OF GOD	19
16.9 LEAVE FOR JURY DUTY, LEGAL PROCESS, OR TO APPEAR AS A WITNESS IN A LEGAL PROCEEDIN	20
16.10 MILITARY LEAVE AND PROTECTIONS RECOGNIZED	20
16.11 ELECTION LEAVE	20
16.12 BAR EXAM LEAVE	20
16.13 EDUCATION LEAVE	20
16.14 UNION LEAVE	20

16.15	SABBATICAL LEAVE	21
17.0	INSURANCE	21
17.1	HOSPITAL AND MEDICAL INSURANCE:	21
17.2	CHANGES TO HEALTH INSURANCE COVERAGE:	22
17.3	WAIVER OF HEALTH INSURANCE:	22
17.4	DISABILITY INSURANCE:	22
17.5	LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:	22
17.6	PAID FAMILY LEAVE INSURANCE:	22
17.7	WORKERS' COMPENSATION:	22
17.8	UNEMPLOYMENT INSURANCE:	23
17.9	MALPRACTICE INSURANCE:	23
17.10	INDEMNIFICATION AND BAIL/BOND FOR WORK-RELATED ACTIVITIES:	23
17.11	CAR INSURANCE AND ROADSIDE ASSISTANCE COVERAGE:	23
18.0	EXPENSES	23
18.1	WORK-RELATED EXPENSES:	23
18.2	PROFESSIONAL DUES AND REGISTRATION FEES:	25
19.0	TRAINING, EDUCATION, AND PROFESSIONAL DEVELOPMENT	25
19.1	TRAINING NOTICE:	25
19.2	COMMITMENT TO STAFF DEVELOPMENT:	25
19.3	INCREASE IN AVAILABLE STAFF DEVELOPMENT FUNDS:	25
19.4	ESSENTIAL TRAININGS:	26
19.5	APPROVED TRAINING PAID BY EMPLOYER:	26
20.0	RETIREMENT (401K PLAN)	26
20.1	ESTABLISHMENT OF THE PLAN:	26
20.2	ELIGIBILITY	26
20.3	RE-NEGOTIATION:	26
20.4	TIMELY PAYMENT:	26
20.5	VOLUNTARY EMPLOYEE CONTRIBUTIONS:	26
21.0	VOLUNTARY SEPARATION FROM EMPLOYMENT	26
21.1	NON-ATTORNEY NOTICE:	26
21.2	ATTORNEY NOTICE:	27
21.3	FAILURE TO PROVIDE NOTICE:	27
21.4	EXIT INTERVIEW:	27
21.5	RETURN OF WJCNV PROPERTY:	27
22.0	ACCOUNTABILITY PROCEDURES	27
22.1	EMPLOYEE DISCIPLINE:	27
22.2	DISCIPLINARY PROCEDURES:	27
22.3	GROUND FOR IMMEDIATE SUSPENSION PENDING INVESTIGATION:	28

23.0	GRIEVANCE & ARBITRATION PROCEDURE	28
23.1	DEFINITIONS:	28
23.2	TIME LIMITS:	28
23.3	PROCEDURE:	28
24.0	LAYOFFS	30
24.1	REDUCTIONS IN FORCE:	30
24.2	RIGHT TO BE REHIRED:	30
24.3	NOTICE:	30
24.4	SEVERANCE DUE TO LAYOFF(S):	30
25.0	MANAGEMENT RIGHTS & RESPONSIBILITIES	30
26.0	CONTRACT AMENDMENT	31
26.1	RE-OPENER:	31
26.2	SEVERABILITY:	31
27.0	DURATION OF CONTRACT	31
27.1	CONTRACT DURATION:	31
27.2	FUTURE NEGOTIATIONS:	31
27.3	NO STRIKE/NO LOCKOUT:	31
28.0	ENTIRE AGREEMENT	32
	IN WITNESS WHEREOF, the parties have signed this agreement.	32
	APPENDICES:	33
	APPENDIX A: VCAP AUTHORIZATION	33
	APPENDIX B: Step Scale Criteria and Step Scale	34
	APPENDIX C: Senior Staff Responsibilities	37
	APPENDIX D: Short-Term Disability Form	39

1.0 PREAMBLE

1.1 PARTIES TO AGREEMENT:

This Agreement, made this **September 1, 2023**, is by and between the Worker Justice Center of New York, Inc. ("Employer" or "WJCNY") and Local 2320 of the National Organization of Legal Services Workers of the United Automobile Aerospace and Agricultural Implement Workers of America ("Union").

1.2 STATEMENT OF PURPOSE:

The purpose of this Collective Bargaining Agreement (CBA) is to promote and maintain good relations between WJCNY, the Union, and the employees represented by the Union, and to make clear the material terms of this CBA. It is the mutual intent of the parties to this Agreement to work together to foster and maintain mutually satisfactory terms and conditions of employment while striving to pursue justice for those denied human rights with a focus on agricultural and other low wage workers.

1.3 LABOR MANAGEMENT COMMITTEE (LMC)

The Labor Management Committee shall meet on a quarterly basis or as needed upon request and approval of both parties. The LMC shall consist of two (2) designated representatives each from the Union and Management Teams. If either party wishes to include additional attendance for unique purposes, notification will be given at least twenty-four (24) hours in advance. Additional attendees can participate without pay from the employer, unless previously approved by the Executive Director or designee.

LMC meetings shall not be construed by either party to require that any provision or items in this Agreement be renegotiated or that there is any obligation to bargain over any issue during the term of this Agreement.

2.0 DEFINED TERMS

Anniversary Date: As used in this Agreement, Anniversary Date is defined as twelve (12) consecutive months after the start of employment.

Staff: As used in this Agreement, Staff is defined as “Union-staff” only and does not include WJCNY-managerial staff or employees that are not covered by this Agreement unless otherwise specified.

Start of Employment: As used in this Agreement, Start of Employment is defined as the date an employee first performed an hour of service for WJCNY as a full-time regular employee. This excludes temporary employees, internships, fellowships, or other contracted/volunteer employees.

3.0 GOVERNING DOCUMENT

3.1 CONFLICTS BETWEEN THIS AGREEMENT AND THE POLICIES AND PROCEDURES SET FORTH IN THE WJCNY HANDBOOK

When and if a conflict arises between the provisions of this Agreement and the policies and procedures set forth in the WJCNY Employee Handbook, this Agreement (not the Handbook) is the controlling document and shall govern the dispute.

4.0 UNION RECOGNITION AND CONTRACT PERIOD

4.1 EXCLUSIVE BARGAINING REPRESENTATIVE:

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all its non-management, non-temporary employees.

4.2 CONTRACT TERM:

This contract, including both economic and non-economic aspects of the contract, shall continue in effect until August 31, 2026.

4.3 EMPLOYMENT STATUS:

- (a) **Full-Time Employees:** Regular full-time employees covered by this CBA are those who normally work thirty-five (35) hours per week, and whose employment is not temporary.
- (b) **Temporary Employees:** Temporary employees may be hired only to fill Union positions vacated by leaves of absence, sabbatical, parental leave, disability, illness, workers compensation, a separation from employment, or to temporarily fill an open non-union position created by a time-limited grant. In the event bargaining unit and/or non-bargaining unit employees require additional assistance to perform necessary work, a request may be made at an LMC meeting to hire either a part-time or full-time temporary worker for an agreed-upon amount of time.
 - i. "Open" is defined as a position which has been advertised online or otherwise as an open employment opportunity, and for which WJCNY is in the process of receiving applications and conducting interviews of potential candidates.
 - ii. The placement of a temporary employee in an open position shall not exceed one hundred eighty days (180) days from the date of hire, unless the length of time is required by a funding source as determined by the Executive Director and/or his or her designee.
 - iii. The placement of a temporary employee in an open position shall only occur after all internal applicants have been considered for the position.
 - iv. Temporary employees shall not be included in the bargaining unit; however, temporary employees are eligible to apply for regular/permanent Full-Time positions.
- (c) **Fellows:** The LMC shall meet to discuss the placement and hosting of fellows, along with payment, and benefits. Fellows shall not be included in the bargaining unit. However, they are eligible to apply for regular/permanent Full-Time positions following the successful completion of their fellowship. It is understood by both parties that the ultimate decision to host a fellow lie with management.
- (d) **Volunteers, Interns, and Emeritus Attorneys:** Volunteers, Interns (both law student and undergraduate), and Emeritus Attorneys may be utilized at the discretion of WJCNY. Volunteers, Interns, and Emeritus Attorneys shall not be included in the bargaining unit.
- (e) **Volunteers, Interns, and Emeritus Attorneys:** Volunteers, Interns (both law student and undergraduate), and Emeritus Attorneys may be utilized at the discretion of WJCNY. Volunteers, Interns, and Emeritus Attorneys shall not be included in the bargaining unit.
- (f) **Creation of New Job Categories:** When a new non-management job category is created, a new salary and step scale criteria will be put into effect before hiring personnel. This scale will be proposed by the LMC and is subject to collective bargaining.

5.0 AGENCY SHOP/CHECKOFF

5.1 UNION SHOP:

It shall be a condition of employment under this agreement that all employees covered hereunder shall be members of the union in good standing unless such membership is prohibited by law.

5.2 DUES CHECK OFF:

The Employer shall remit to the union all union dues and fees collected pursuant to this Article from payroll checks within one month of issuing such checks.

5.3 TERMINATION OF DUES CHECK OFF:

The Employer shall be relieved from the Check Off provisions of Section 5.2 under the following circumstances: (i) termination of employment. (ii) layoff from work. (iii) unpaid leave of absence, or (iv) revocation of the check off authorization. in accordance with the terms of the CBA, or applicable law.

5.4 INSUFFICIENT WAGES:

The Employer shall not be obligated to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient compensation to equal dues deductions.

5.5 INDEMNIFICATION:

The Union shall indemnify and hold the Employer harmless against liability or economic loss that shall arise out of or by reason of action taken by the Employer, which action was requested by the Union under the provision of this Article. Nonetheless, the Union shall have no obligation to indemnify the Employer if the Employer (i) Fails to notify the Union within ten (10) business days of any suit brought or claim made against the Employer as a result of the operation of this Article; or (ii) Confesses judgment or settles such claim without the Union's consent unless the Union's consent is unreasonably withheld; or (iii) Fails to appear or defend in good faith any suit brought as a result of the operation of this Article.

5.6 UAW V-CAP:

The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that such employee executed or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" (hereinafter "V-CAP form") (see Appendix B). The Community Action Program (CAP) of the UAW is the union's non-partisan political arm.

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

- (e) The Employer shall be relieved from the provisions of Section 5.6 under the following circumstances: (i) termination of employment, (ii) layoff from work, (iii) unpaid leave of absence, (iv) revocation of the authorization, or (v) transfer to a job other than one covered by the bargaining unit, in accordance with the terms of the CBA, or applicable law.
- (f) The Employer shall not be obliged to make deductions of any kind from any Employee who, during any month involved, shall have failed to receive sufficient wages to equal the V-CAP deduction.
- (g) It is agreed the Employer assumes no obligation, financial or otherwise, arising out of the provisions of Section 5.6. The Union shall indemnify and hold the Agency harmless from any and all claims, demands, actions, proceedings, or other liability arising out of or in connection with this Article, or the application or enforcement thereof. The Union agrees that once funds are remitted to it, or to any payee designated by it or an Employee, the disposition of said funds thereafter shall be the sole and exclusive obligation and responsibility of the Union, payee or the Employee, as applicable. The Employer is not obligated to report to any governmental agency the identities of individuals who contribute to the V-CAP. This is the responsibility of the Union, the Employee, or the V-CAP fund.

6.0 HIRING PROCEDURES FOR BOTH MANAGEMENT AND NON-MANAGEMENT VACANCIES

6.1 POSTING OF VACANCIES AND INTERVIEWS:

- (a) All prospective employees shall be interviewed either in person or virtually prior to extending an offer of employment.
- (b) If an open position is to be filled internally (by a current WJCNY staff member, either union or management), there is no requirement to advertise outside of the organization.

6.2 FILLING OF BARGAINING UNIT VACANCIES:

- (a) When a vacancy occurs, or when a new position is created, notice of same shall be circulated to all current staff via email at least one week before such vacancy or new position is advertised publicly.
- (b) An Interview Committee to assist the Executive Director or their designees will be formed. The Union will be invited to designate one person from the respective job category of the vacancy to sit on the Interview Committee and one person designated by the Union. If the Employer is creating a position in a new job category, then the Union may designate two Union members from the two closest job categories if such categories exist. If there is no person from the respective job category available, Management and the Union will confer on how to appropriately staff the Interview Committee with members from the Union. The Interview Committee shall not exceed two Union members.
 - i. The Interview Committee shall have access to the applicants' submitted materials for open positions while the position is open.
 - j. The Interview Committee shall meet to discuss all candidates and make a final recommendation to the Executive Director or their designee.

- k. The Interview Committee shall be notified of any offers and acceptances.

6.3 FILLING OF MANAGEMENT VACANCIES:

- (a) When a vacancy occurs, or when a new position is created, notice of same shall be circulated in-house, at least one week before such vacancy or new position is advertised publicly. It is the intent of both parties to allow current union employees the opportunity to apply and interview for management positions before such vacancies are filled internally or advertised to outside applicants.
- (b) An Interview Committee to assist the Executive Director or their designees will be formed. The Union will be invited to designate two persons from the Union to sit on the Interview Committee.
 - i. The interview Committee shall have access to the applicants' submitted materials for open positions while the position is open.
 - ii. The Interview Committee shall meet to discuss all candidates and make a final recommendation to the Executive Director or their designee.
 - iii. The Interview Committee shall be notified of any offers and acceptances, including a proposed salary.
 - iv. The Management Committee, including any sole member of the Management Committee, shall not fill any management vacancy or vacancies without complying with the current Section.

6.4 HIRING OF THE EXECUTIVE DIRECTOR:

The board has final responsibility for initiating the hiring of an Executive Director. In addition to following the process as described in Section 6.3 (a) and (b) herein (with the final recommendation given to the Board), no candidate shall be hired as Executive Director who is opposed by two-thirds of the entire organization, consisting of both bargaining unit staff and members of management. For purposes of this section, no employee who has been employed with the organization for less than nine (9) months shall be included in the vote. The Board then has the responsibility for executing the hiring of the Executive Director. The percentage of support from within the bargaining unit will be expressly considered by the Board in its hiring decision.

The Interview for each finalist for the Executive Director position will be recorded for all staff (bargaining unit and non-bargaining unit) to review upon request prior to the 2/3 vote.

6.5 PROBATIONARY PERIOD FOR NEW HIRES:

There will be a probationary period of nine (9) months for all new employees.

- (a) An employee shall receive a written evaluation after six (6) months of employment.
- (b) During the probation period, and upon the start of employment, the new employee is eligible for medical and dental benefits, group life insurance, 401(k), and paid vacation days and other PTO approved by the Executive Director and/or their designee.
- (c) Until the conclusion of the last day of the probation period any new employee may be disciplined, discharged, or laid off at the sole discretion of the Employer, and without any recourse by the employee to the grievance procedure, unless there is an allegation of discrimination, including retaliation.

- (d) The day after the end of the probation period an employee is termed a permanent employee.
- (e) The probation period includes workdays, sick leave, and holidays. However, other forms of PTO or leave time (paid or unpaid) will not be counted as part of the probationary period to ensure sufficient time for performance evaluation.
- (f) Probationary employees are ineligible to work from home unless approved by the Supervisor or Executive Director/designees.

6.6 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION WITHIN THE HIRING PROCESS

The following procedures shall be enacted to ensure applicants from historically disadvantaged communities are offered an equal opportunity to apply for positions:

- (a) When a vacancy occurs, the Union shall be notified immediately.
- (b) When possible, all announcements of WJCNY positions shall be forwarded to listservs, publications, community radio stations, job boards, affinity groups, and other advertising forums that have an emphasis on reaching the diverse communities throughout New York state.
- (c) When possible, WJCNY shall establish relationships to aid in recruitment of a diverse workforce with women's colleges, universities, civil and human rights organizations, and women's national, state, and local organizations.
- (d) When possible, every effort shall be made to contact national organizations, professional associations, and other associations committed to diversity in the recruitment of employees.
- (e) When possible, in order to address implicit bias in hiring and recruitment, the Employer and the Union will coordinate paid training for staff.

7.0 EMPLOYEE WORK PLANS AND PERFORMANCE EVALUATIONS

7.1 EMPLOYEE WORK PLAN:

The employee's supervisor, and/or their designees, will establish written performance requirements with each union member that are specific, measurable, attainable, relevant, and time-bound ("work plan"). These requirements will form the basis of the performance evaluation. Prior to establishing the work plan, the employee has the right to provide informed and meaningful input to the supervisor. The employee shall promptly provide such input to not delay implementation of the work plan.

- (a) The employee's supervisor and/or designees are responsible for establishing with employees, at the beginning of the performance period, a mutual understanding of the specific work plan, of what is expected and how performance will be evaluated. The performance period is for the duration of one year and commences on the employee's annual anniversary date of hire. If a person has had a change in job title, their anniversary date for purposes of evaluations will be the date of that change in title.
- (b) The Employer recognizes the time needed to adjust to changes in work plans, and for purposes of this section, agrees to provide affected employees thirty (30) days advance notice of the changes. However, due to the nature of the non-profit status, reliance on grants, and other unexpected operational needs, the Employer will promptly make the

Union aware as to the reason(s) for shorter notice and make every effort to adhere to the newly agreed-upon timeline.

- (c) If an employee performs work outside of their job description, weekly check-ins with their supervisor may be required until the employee's next evaluation for support.

7.2 EMPLOYEE PERFORMANCE EVALUATIONS:

The purpose of and intent of employee evaluations is to foster professional growth of employees, support their strengths, improve the quality of client services, assist in monitoring the quality of employee job performance, and to identify training, supervision, and professional development needs of employees as team members.

- (a) Formal evaluations for all bargaining unit members will be conducted annually, based on the employee's anniversary date of hire. Uniform evaluation instruments will be used within each job category. The employee's supervisor and/or their designee will review each employee's evaluation with them in person or virtually. Employees have the option to include an officer of the Union to be present.
- (b) The Employer values and appreciates employees' input on management performance. Managers will be given performance evaluations annually. These evaluations will take into account feedback based on surveys drafted by the Unit and distributed to the employees who work for or closely with said member of Management. Bargaining unit members are asked, but not required, to participate in this feedback process. It is respected if employees wish to submit constructive feedback in these surveys anonymously, but recognize that while doing so, it may not be possible to address individual concerns.
- (c) Constructive feedback may be submitted to the Executive Director(s) regarding the performance of any member of management, or to a designated Board representative regarding the performance of the Executive Director(s).

8.0 HEALTH AND SAFETY

The Employer and Employees shall cooperate in encouraging the maintenance of a safe and healthy workplace, and the Employer shall comply with all Federal, State, and local laws, including applicable OSHA standards, in connection with health and safety. The Employer will retain at each of its offices a first aid kit for minor injuries. The Employer shall promptly inform staff in writing of any condition or event deemed unsafe of which the Employer becomes aware (in accordance with HIPAA) and ensure that an incident report form related to the safety or event is within reasonable time. Staff is to report all safety concerns to the Executive Director as soon as possible.

The Employer will request a Job Hazard Analysis every other year beginning in 2024. Job Hazard Analysis ("JHA") is a systematic process used to identify and evaluate potential risks associated with specific job tasks with the primary objective of preventing workplace injuries and illnesses. A JHA breaks down a job into its individual steps, identifying potential hazards for each step, and determining preventive measures to mitigate or eliminate those hazards.

The JHA shall include the safety assessment for staff's need for satellite devices when traveling.

Upon the written request of either party stating the reason(s) for the request, additional safety training may be coordinated as necessary.

9.0 WAGES AND HOURS:

9.1 PAYDAYS:

Every employee shall be paid twice monthly with payment due on the 15th and the last day of each month.

9.2 WORK HOURS:

The work week for regular, full-time employees shall consist of thirty-five (35) hours; such hours include PTO, sick, compensatory and any other leave time for a total of thirty-five (35) hours per week. This time does not include meal breaks.

10.0 EMPLOYEE CLASSIFICATION AND OVERTIME:

Employees are classified at time of hire as Exempt or Non-Exempt. An employee is designated either Exempt or Non-Exempt in accordance with Federal and State wage and hour laws. Non-Exempt employees are entitled to overtime pay under the provisions of Federal and State wage and hour laws. Exempt employees are not entitled to overtime pay. An employee's Exempt or Non-Exempt status may change upon written notice from WJCNY-management.

10.1 OVERTIME PAY FOR NON-EXEMPT STAFF:

Non-exempt staff are entitled to be paid one and one-half times the employee's regular rate of pay for all hours worked more than forty (40) hours in a work week. Non-Exempt Employees that have completed thirty-five hours of work before the end of the standard work week (before Friday) agree to be mindful of client/organizational needs but shall not be expected or mandated to extend their work week past 35 hours.

10.2 COMPENSATORY ACCRUAL OF HOURS FOR EXEMPT STAFF:

Exempt employees shall earn compensatory time at the rate of one hour for every hour worked over thirty-five (35) during a given work week (Saturday through Friday). Unused compensatory hours earned in a given anniversary year shall carry over to the following year up to thirty-five (35) hours. Employees may request additional rollover comp time up to seventy (70) hours.

10.3 PRE-APPROVAL REQUIRED FOR OVERTIME AND COMPENSATORY HOURS:

Both overtime hours and compensatory hours require pre-approval by the employee's direct supervisor or the Executive Director or their designee(s). Such pre-approval shall not be unreasonably withheld, delayed, or conditioned. Failure by WJCNY to respond to any such request covered under this Section within five (5) calendar days shall be deemed unconditional approval or consent to the request.

11.0 SCHEDULING OF WORK HOURS:

11.1 STANDARD WORK HOURS:

Standard Work Hours are defined as 9am-5pm (Monday through Friday).

11.2 FLEXIBLE SCHEDULING OF WORK HOURS:

Flexible scheduling is defined as the scheduling of work outside of Standard Work Hours. The

Employer recognizes the need to accommodate outreach schedules, community events, meetings, education, case work, and familial obligations, and submits that flexible scheduling of work will be available to all employees and shall not be unreasonably withheld, denied, or conditioned with the understanding that required meetings and regular duties will not be regularly compromised. Flexible scheduling is additionally subject to the fulfillment of job descriptions and grant requirements.

11.3 WORK CALENDARS:

Hours must be recorded by the employee in their shared Outlook calendars in such a way that staff and management can identify the planned work hours of the staff person on a given day. For planning purposes, employees are asked to note their work hours in their shared Outlook calendar with as much advance notice as possible, but it is understood by management that schedules can abruptly change. Employees are asked to submit changes as soon as possible in their shared Outlook calendar and via email to their direct supervisor no later than three business days.

12.0 REMOTE WORK ARRANGEMENT:

WJCNY respects the need for flexibility in permitting remote work for staff who have fluctuating hours to accommodate the availability of clients, travel and attend other events, or to accommodate appointments. It is professionally understood, with trust and respect, that each team member will update their work schedules in their shared Outlook calendar.

Participation in the remote work arrangement and details related to such arrangement are subject to approval by an employee's direct supervisor, in accordance with the employee's job description, and grant responsibilities. Remote work arrangements shall not be unreasonably denied by the employee's direct supervisor or WJCNY. Any denial of a remote work arrangement must be in writing detailing just cause for such denial. All denials are subject to the grievance procedure herein.

13.0 STEP SCALE:

The attached Step Scale and Step Scale Criteria shall be incorporated within this Agreement as if fully set forth herein. See Appendix C.

13.1 WAGE GAP RATIO:

WJCNY is committed to providing fair wages and reducing the wage gap ratio between its lowest paid and highest paid employees. In keeping with its commitment, WJCNY shall not pay any employee (including members of management) a salary that would exceed a ratio of 1:3 (limiting the amount of management compensation to a maximum of 3 times that of the lowest paid employee).

13.2 CANDIDATES FOR HIRE:

Any interview committee member shall be provided with an opportunity to request any relevant, additional information (aside from what was provided with the candidate's application materials or during the interview process) prior to extending an official offer of employment to accurately assess the individual's placement on the Step Scale in combination with the Step Scale Criteria.

13.3 STEP SCALE RE-EVALUATION:

After becoming a permanent employee of WJCNY, any employee may submit a request for a Step Scale Re-evaluation due to a professionally relevant change in education or professional achievement including but not limited to the completion of an advanced degree (i.e. master's degree, passing the bar exam, language proficiency) to the Executive Director or their designees. Any Step Scale Re-

submit a request evaluation must be completed within thirty (30) days of the request, will be reviewed in accordance with the Step Scale Criteria, and shall not be unreasonably denied or delayed.

13.4 NOTICE TO THE UNION:

The Union must be provided with written notice from the Director of Labor Relations (DLR) or the Executive Director or their designees in the event of any change, or proposed change, to a bargaining unit member's salary or placement on the Step Scale, unless such change is the result of the annual salary increase. Notice shall include a reasonable description of the basis for such change.

14.0 SENIORITY, SENIOR STAFF AND PROMOTION

14.1 SENIOR STAFF TITLE:

Senior Staff Title: Employees are eligible for the title of "Senior Staff" after five (5) years of experience in the role that they occupy, or in a similar role, or after five (5) years of employment with the organization, whichever comes first. Years of employment will be pro-rated to full-time equivalency to accommodate periods of part-time employment.

A Senior Staff title may be given at hiring or at the point the staff member becomes eligible. A Senior Staff title change requires pre-approval by WJCNY-management and is dependent on a merit-based evaluation. An eligible employee's evaluation shall not be unreasonably denied or delayed for the title change to be finalized. WJCNY-management shall provide notice to the Union of an employee's eligibility for a Senior Staff title at least fifteen (15) calendar days before the annual evaluation. Senior staff responsibilities are described in Appendix D.

14.2 HIRING OF BARGAINING UNIT MEMBERS TO LEADERSHIP ROLES:

- (a) **Hiring While Staying Within the Bargaining Unit:** Union members may be promoted by WJCNY to a supervisory (non-managerial) role and stay within the bargaining unit. Supervisory staff members will not have the authority to independently hire, fire, or discipline employees. WJCNY must include, with any offer for a supervisory (non-managerial) position, an increase in the employee's salary. The salary increase shall be equivalent to a three (3) step increase on the WJCNY Salary Step Scale. The Union employee is not required to accept the supervisory position, and declining such an offer shall not subject the employee to disciplinary action of any kind.
- (b) **Hiring to Managerial Roles (moving outside of the bargaining unit):** WJCNY shall give the Union written notice of any decision to promote bargaining unit members to managerial roles. No Union employee shall be promoted to WJCNY-management who is opposed by a two-thirds ($\frac{2}{3}$) Union-staff vote. Probationary employees will not partake in such a vote. The Union shall communicate the results of the vote to WJCNY within fourteen (14) days of receiving written notice of WJCNY-management's intention to promote a Union member to a managerial role. Management reserves the right to request the reason(s) for denial.

15.0 RECOGNITION OF WORK/LIFE BALANCE

Employees are not required to check or monitor work-related emails or respond to work-related communications outside of scheduled calendar work hours, designated holidays, or other forms of

leave outlined in Section 16.0 herein. It is understood that, at times, the organization may attempt to contact staff outside of scheduled calendar hours in the event of a serious, unexpected, or emergency situation that is time sensitive.

16.0 LEAVE TIME

16.1 OBSERVED HOLIDAYS:

The office will be closed on the following enumerated holidays. Working hours during the observed holidays will not be approved unless under urgent circumstances and require approval by the employee's direct supervisor or the Executive Director or their designee(s). If an employee is required to work on a holiday, they shall bank those hours worked as compensatory hours to be taken as a matter of right.

January	New Year's Day
January	Martin Luther King Day
February	President's Day
March	Cesar Chavez Day
May	May Day
May	Memorial Day
June	Juneteenth
July	Independence Day (U.S.)
September	Labor Day
October	Indigenous Peoples' Day
November	Thanksgiving Day
November	The day after Thanksgiving
December	December 24th and 25th
December	New Year's Eve Day

If a holiday falls on a weekend, it will be observed on a workday designated upon agreement by the LMC. Legal holidays listed in this Section will be observed on days designated by the federal government. If the day designated by the federal government for observation of a holiday does not create a three (3) day weekend but the state designated day does, the state designated day will be observed.

16.2 FLOATING HOLIDAYS:

Employees are entitled to three (3) floating holidays to be taken as a matter of right. The floating holidays cannot be taken consecutively.

16.3 PAID TIME OFF (PTO):

Staff are entitled to fifteen (15) workdays of PTO during their first year of employment, twenty (20) workdays in year two, and twenty-five (25) workdays in year three and subsequent years of employment.

- (a) **PTO Carryover:** PTO is to be used within three (3) months after each employee's Anniversary Date, however, each staff member is entitled to carry over up to fifteen (15) PTO days to the following anniversary year if PTO requests were denied due to capacity.
- (b) **PTO Requests:** PTO Requests must be presented as soon as possible to management at least one (1) week in advance, but no more than seven (7) months prior to the start of paid leave.
- (c) **PTO Requests Reviewed in Order of Date Received:** Approval of PTO requests shall be based on the submission date of the request and shall not be unreasonably withheld. In the event of multiple pending PTO requests, preference is given to first-in-time requests, then based on seniority.
- (d) **Paid Holiday and PTO Overlap:** Any paid holiday falling within the PTO period will not be considered a PTO day.
- (e) **PTO in Event of Separation from Employment:** Upon leaving employment, employees shall be eligible for payment of unused PTO up to ten (10) days. An employee must fulfill Accountability Procedures in Section 21.0 of this Agreement to be eligible for payment of unused PTO as outlined in Section 16 herein. This section does not apply to a termination based on just cause.
- (f) **No Requirement to Disclose Reason for requesting PTO:** To honor staff privacy, staff may utilize their PTO time without disclosing to WJCNY the reason for requesting such leave.
- (g) **Access to PTO Bank:** All staff shall be provided with direct access to their individual PTO Banks (including vacation, overtime, and compensation hours). PTO Banks shall provide staff with accurate and reliable information, updated in real-time.
- (h) **Three Days as a Matter of Right:** Any staff person may take and schedule up to three (3) consecutive days of PTO as a matter of right. Prior notice needs to be given to the Supervisor when possible.

16.4 SICK AND/OR MEDICAL LEAVE HOURS (MLH):

MLH are allocated to staff, and available for use, at the start of employment. Regular, full-time employees are entitled to a total of eighty-four (84) paid medical leave hours per year which is front-loaded to the employee's medical leave bank on their work anniversary date each calendar year.

- (a) **MLH Carryover:** MLH are cumulative; MLH not used in a given year shall carry over to the following year up to a maximum of 168 hours.
- (b) **MLH and Separation from Employment:** Although MLH are cumulative, an employee terminating their relationship with WJCNY is not entitled to receive pay for accrued and unused medical leave hours.
- (c) **MLH and Part-time Employees:** MLH for regular, part-time employees will be

prorated based on the number of hours worked per year.

- (d) **Short-term Disability:** Employees must apply for short-term disability coverage for sick and/or medical leave beyond seven (7) consecutive calendar days. Staff members are solely responsible for filing a claim for disability benefits and may file a claim directly with the insurance carrier. Upon request, WJCNY shall provide all necessary contact information for the disability insurance carrier to the requesting staff member as soon as possible to assist the staff member with prompt access to benefits. A template form is attached to this agreement as Appendix E.

16.5 NURSING EMPLOYEE LEAVE

A nursing employee may take break time to pump chest milk for up to three (3) years following the birth of a child(ren). Paid break times are allowed for nursing and lactation needs, as requested by a nursing employee. Supervisors are responsible for creating a supportive environment for nursing employees so they can adequately manage all nursing and lactation needs. When possible, breaks should be scheduled during normal breaks and mealtimes and/or when workflow allows. Typical breaks for a nursing employee shall be 30-40 minutes every 3-4 hours (including time to get to and from the lactation area). However, management understands and acknowledges nursing and lactation needs vary by individual, and a nursing employee may need to leave work more often than every 3-4 hours and at times which are not optimally convenient for the office.

WJCNY will inform employees who are returning to work following the birth of a child about the nursing employee's policy in writing, and the policy shall be added to the WJCNY policy and procedures manual.

WJCNY will provide the nursing employee with a private nursing and lactation area, if an appropriate personal office space is unavailable. The lactation area must be free from intrusion by co-workers and the public, with a door that locks from the inside. Additionally, the lactation area cannot be a bathroom or outdoors and must be equipped with the following:

- a chair.
- a table or flat surface next to the chair (large enough to accommodate a standard breast pump).
- a trash can.
- an electric outlet near the chair and table or flat surface.
- a light that is controllable from inside the room.
- a label or sign on the door of the lactation area which clearly notifies staff that the area is private and indicates when it is "in use"; and
- a temporary privacy wall if the space is being used by more than one nursing parent simultaneously, or curtains if the room has a glass door.

16.6 CAREGIVER LEAVE:

Types of Caregiver Leave:

- (a) **Caregiver Leave for the Care of a Child:** Employees are eligible for caregiver leave while bonding with a child during the first year after birth or during the first year after placement of an adopted or foster child. An employee may apply for leave before the actual placement of an adopted or foster child. Examples of valid reasons for leave in this scenario include but are not limited to: counseling sessions, medical appointments for the child, court appearances, attorney consultation or travel to another country to complete adoption. WJCNY will follow all current guidelines per NYS Paid Family Leave.
- (b) **Caregiver Leave for the Care of a Close Family Member:** Employees are eligible for caregiver leave while caring for a close family member with a serious or terminal health condition. A “close family member” is defined as an employee’s spouse, domestic partner, sibling, child, parent, grandparent, or grandchild. A “serious or terminal health condition” is an illness, injury, impairment or physical or mental condition that involves either (a) inpatient care; or (b) continuing treatment or continuing supervision by a healthcare provider.
- (c) **Caregiver Leave for the Care of a Close Family Member in the Military:** Employees are eligible for caregiver leave when an employee’s spouse, domestic partner, sibling, child, parent, grandparent, or grandchild is on active duty, has been notified of an impending call or order of active duty, or upon return from active duty.

Length of Time for Caregiver Leave and Notice Requirements:

- (a) An eligible employee will be provided twelve (12) weeks of paid caregiver leave. These weeks may be taken consecutively, or by way of an alternative structure, totaling twelve (12) weeks. The caregiver must apply for New York State Paid Family Leave benefits, for the paid leave period to receive full salary benefits. Full salary benefits are achieved by WJCNY paying the difference between the amount paid through the New York State Paid Family Leave program and the employee’s full salary as established under the CBA and the WJCNY Salary Step Scale.
- (b) **Extended Caregiver Leave:** The caregiver may take either an additional twelve (12) weeks of unpaid leave or negotiate a reduction of work hours with a prorated regular rate of pay based upon the employee’s annual salary. The twelve (12) weeks of unpaid or prorated leave may be taken consecutively, or by way of an alternative structure, totaling twelve (12) weeks; during such leave, the employee’s position will be preserved, and WJCNY will continue to pay the caregiver-employee’s health benefits.
- (c) **Caregiver Leave Allowed to be Used with Other Forms of Leave:** Employees may use any other forms of leave (PTO, medical, etc.) in combination with caregiver leave.
- (d) **Notice for Caregiver Leave Required:** Notice of leave must be given at least thirty (30) days before the first day of the leave period, or in the case of exigent circumstances, as soon as practicable. Caregiver leave must be discussed and determined by the employee, their direct supervisor and the Executive Director or their designee(s), in compliance with New York State’s Paid Family Leave Insurance requirements.

16.7 BEREAVEMENT LEAVE:

The Union and the Employer respect and honor an individual's need and right to grieve the loss of a loved one.

- (a) **Bereavement Leave for Family:** Upon notice to the employee's direct supervisor, the Executive Director and/or their designee, an employee who suffers the death of a child (biological, step, adopted or foster), parent (biological or not), step-parent, husband, wife, domestic partner, sibling, cousin, aunt, uncle, sibling in-law, parent in-law, son or daughter in-law, grandparents or grandchildren shall be given five (5) days of Bereavement Leave per death of each immediate family member described in this section.
- (b) **Bereavement Leave for Non-familial Loved Ones:** Leave under this Section based on the death of loved ones outside of the defined familial categories listed in Section 16.7(a) may be approved by the Executive Director and/or their designee; such leave not to be unreasonably withheld.
- (c) **Bereavement Leave Beyond Five Days:** Requests for additional bereavement leave shall be granted only by unanimous approval of the LMC and cannot exceed a maximum of fifteen (15) days.
- (d) **Bereavement Leave Allowed to be Used with Other Forms of Leave:** Employees may use any other forms of leave (PTO, medical, etc.) in combination with bereavement leave.

16.8 EMERGENCY CLOSURE OR ACT OF GOD

Employees shall have the option to take leave in the event of an emergency closure or will be granted leave in the event of an Act of God

- (a) **Emergency Closure:** An Emergency Closure shall include but is not limited to a declaration of a national, state or applicable city/county emergency which deems travel unsafe (weather-related or otherwise).
- (b) **Pay During an Emergency Closure:** During an Emergency Closure under Section 16.8(a), employees are permitted to either work remotely or to utilize PTO, compensatory time, or floating holidays.
- (c) **Notice of Emergency Closure to Staff:** In the event of an Emergency Closure, the Executive Director or their designee(s) shall notify employees of the closure by email or telephone (if email is not available) at the earliest time possible on the day of such Emergency Closure.
- (d) **Act of God:** An Act of God shall include but is not limited to a natural disaster, pandemic, or declaration of travel bans in areas where an office or staff are located.
- (e) **Pay During an Act of God:** During an Act of God under Section 16.8(d), employees are permitted but not required to work remotely. If an employee is able to work remotely, they will be compensated accordingly. If an employee is able but unwilling to work remotely during an Act of God, they may utilize leave of any kind (PTO, medical, etc.) If an employee is unable to work remotely due to circumstances as described in 16.8 (d), there will be no disruption to pay if the inability to work is proven to the Executive Director or their designee. In the event of an Act of God, Section 16.3 (b) may be waived.

16.9 LEAVE FOR JURY DUTY, LEGAL PROCESS, OR TO APPEAR AS A WITNESS IN A LEGAL PROCEEDING

An employee called for jury duty, issued a subpoena to appear or required to attend a legal proceeding as a witness or party is eligible for up to twenty (20) days paid leave to fulfill such obligation. The employee shall be compensated for the difference between their rate of pay and the rate of remuneration to which they receive for fulfilling their duty. Management may require proof of such notice to appear or legal proceedings.

16.10 MILITARY LEAVE AND PROTECTIONS RECOGNIZED

Employees subject to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") have the rights therein.

16.11 ELECTION LEAVE

Staff are entitled to two (2) hours of paid leave to participate in an election provided they have written approval from their direct supervisor. This provision applies to all federal, state and county elections. Staff are encouraged, but not required, to vote before or after standard work hours.

16.12 BAR EXAM LEAVE

Any individual hired for an attorney position but not yet admitted to the New York State bar will be permitted to take leave, with pay, in the amount of thirty (30) full workdays, to study for and take the New York State bar examination. An employee is permitted to take bar exam leave, with pay, one time. An employee is permitted to take additional bar exam leave, without pay, if approved by the LMC.

- (a) **Bar Exam Leave Allowed to be Used with Other Forms of Leave:** Employees may use PTO, pursuant to Section 17.0, in combination with bar exam leave to create additional leave time in preparation for passing the bar exam.
- (b) **Bar Passage Required Within Eighteen (18) Months of Hire Date:** An employee who has not passed the New York State bar examination within eighteen (18) months of the commencement of their employment may be terminated provided that the employee's direct supervisor and the Executive Director and/or their designee(s) deem such failure to impair the efficient functioning of the office.
- (c) **Administrative Steps Required After Passage of the NYS Bar Exam:** An employee who passed the NYS bar exam shall apply for admission to the bar as soon as practicable. An employee who is admitted to the bar shall apply for admission to the federal judicial districts that WJCNY regularly practices in as soon as practicable.

16.13 EDUCATION LEAVE

Unpaid Education leave, directly related to employment at WJCNY, recommended by a supervisor and approved by the Executive Director may be taken by any employee for up to thirty (30) working days once approved by the LMC. The union shall be notified if an employee applies for education leave of any kind.

16.14 UNION LEAVE

The Employer and the Union recognize the importance of allowing leave for certain Union-related duties to assist with an efficient and orderly administrative process.

- (a) **Leave for Monthly Union Business:** Employees shall have two (2) hours per month to conduct Union business. The date is to be designated by the bargaining unit and communicated via email to the Director of Labor Relations within forty-eight (48) hours in advance of the meeting.
- (b) **Leave to Attend Meetings with Management:** The Employer agrees to pay two (2) designated Union representatives to attend LMC meetings. Union representatives shall also be compensated by the Employer in meetings where the attendance of unit members in their representative capacity is sought and/or required.
- (c) **Leave During Contract Negotiations:** During periods of contract negotiations, at least two (2) bargaining unit members, but no more than three (3), shall be allowed paid time for negotiations. The bargaining unit members exercising this leave will be compensated for up to ten (10) hours per week divided among the two (2) or three (3) members during the three (3) month period prior to the CBA expiration date. Such paid time includes time outside of group bargaining sessions including but not limited to communications with other bargaining unit members, research, and drafting contract proposals. If bargaining continues past the three-month period prior to the expiration date, the parties will negotiate an extension.

16.15 SABBATICAL LEAVE

The Employer and the Union both agree that sabbatical leave is for the purpose of enhancing the life experience of the workforce, strengthening the employer-employee relationship, facilitating the professional development of eligible employees, and honoring the loyalty and dedication of long-term staff.

- (a) **Eligibility:** After the first five (5) years of full-time employment, an employee is entitled to thirty (30) workdays of paid leave as sabbatical. Additionally, every five (5) years of full-time employment, starting from the date of return from the previous sabbatical, an employee is entitled to another term of thirty (30) workdays paid leave as sabbatical; no extension of paid leave beyond thirty (30) workdays will be granted. The thirty (30) workdays of paid sabbatical leave must be used consecutively.
- (b) **Extended Sabbatical (unpaid):** Employees shall have the option for an additional thirty (30) workdays of unpaid sabbatical leave pending approval by the LMC.
- (c) **Written Notice Required:** An employee must submit a written request to the Executive Director or their designee(s) for sabbatical leave at least sixty (60) workdays prior to the leave time requested.
- (d) **Simultaneous Requests for Leave:** Sabbatical leave is only available to one employee during a given period unless approved by the LMC. If two or more requests for the same time period are given, sabbatical leave is granted based on seniority.

17.0 INSURANCE

17.1 HOSPITAL AND MEDICAL INSURANCE:

The Employer shall provide hospital, major medical and dental insurance (collectively “health insurance”) for employees and their domestic partner, spouse or dependents.

The Employer will offer Excellus BCBS health insurance coverage at the Gold 1, Silver 2, Silver 18, and Platinum 2 levels. The employer shall contribute 95% towards the premiums of the Silver 2 and 18 coverage, 90% towards the premiums of the Gold 1 coverage, and 81.5% towards the premiums of the Platinum 2 coverage. Employees shall have the remaining premium percentages deducted from their wages per pay period.

17.2 CHANGES TO HEALTH INSURANCE COVERAGE:

Any change to health insurance coverage is subject to collective bargaining and requires written notice to the Union. WJCNY shall notify the Union at least sixty (60) days in advance of any proposed change(s) to available health insurance plans or the benefits conferred by way of this Section. WJCNY shall fully inform employees covered by this Agreement of any proposed change(s) and the coverage available under any potential new plans.

17.3 WAIVER OF HEALTH INSURANCE:

An employee may elect coverage for themselves and choose to waive coverage for their domestic partner, spouse or dependents. An employee may also choose to waive coverage for themselves and their domestic partner, spouse and dependents, and instead, choose coverage under another plan, or coverage through their domestic partner or spouse. In cases where an employee elects coverage through an alternate source, WJCNY shall pay the employee \$150.00 per pay period in lieu coverage. All employees electing to obtain coverage through another source must present evidence of coverage to WJCNY.

17.4 DISABILITY INSURANCE:

An employee shall be covered under the provisions of the New York State Disability Benefits law and the combined short-term and long-term insurance of Union Mutual or the equivalent. Premiums shall be paid by WJCNY.

17.5 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:

Beginning on the start of employment, WJCNY shall provide Life and Accidental Death Dismemberment (AD&D) insurance coverage for all full-time employees on a year-round basis, and pay one hundred percent (100%) of the premium of such coverage for all employees in the amount of \$50,000. The parties may bargain to increase the dollar amount of coverage during the duration of the contract subject to the availability of funds.

17.6 PAID FAMILY LEAVE INSURANCE:

Each employee shall be covered under the provisions of the New York State Paid Family Leave Insurance program at the NYS payroll deduction rate.

17.7 WORKERS' COMPENSATION:

An employee shall be covered by Workers' Compensation insurance in accordance with New York State law. Premiums shall be paid by WJCNY.

17.8 UNEMPLOYMENT INSURANCE:

Employees are covered by Unemployment Insurance in accordance with New York State law. Premiums shall be paid by WJCNY.

17.9 MALPRACTICE INSURANCE:

The Employer will provide malpractice insurance on behalf of all employees who require it. When employees become aware of circumstances which may lead to, or could be construed as malpractice, such employee(s) shall notify WJCNY immediately, including notification to the LMC, the employee(s)' respective supervisor(s), and the Executive Director(s). No action of any kind with respect to any possible malpractice claim shall be undertaken by WJCNY employee(s) until the Executive Director or their designees have been notified, and without written permission by the Executive Director or their designees to do so.

17.10 INDEMNIFICATION AND BAIL/BOND FOR WORK-RELATED ACTIVITIES:

The purpose of this Section is to protect employees from suffering economic losses as a direct consequence of performing their jobs or work-related tasks.

- (a) **Indemnification:** By the way of this Agreement, it is the intent of both parties to create a clear and unequivocal duty by the Employer to indemnify WJCNY employees for any claims, damages, losses or expenses, including but not limited to attorney fees and related costs, incurred within the scope of employment unemployment, or as a direct consequence of the discharge of the employee's official duties, with the exception of willful and malicious conduct on the part of the employee.
- (b) **Bail / Bond:** The Employer shall post bond or bail for staff arrested while engaging in activities within the scope of employment. If the amount of bail set is greater than fifty thousand U.S. dollars (\$50,000), bail or bond shall be posted only pursuant to the written authorization of the Chairperson of the Board of Directors.

17.11 CAR INSURANCE AND ROADSIDE ASSISTANCE COVERAGE:

WJCNY shall provide car insurance and roadside assistance for each company car.

18.0 EXPENSES

18.1 WORK-RELATED EXPENSES:

Employees shall be compensated for expenses incurred while carrying out WJCNY business as follows:

- (a) **Work-related Travel Costs and Expenses:** Employees shall be reimbursed or compensated for all reasonable and ordinary travel expenses including but not limited to public transportation, mileage, meals, necessary vehicle maintenance, tolls, parking, airfare, lodging, rental vehicle(s), costs related to rental vehicle(s), necessary communication device(s) and any other costs or expenses related to work-related travel. All reasonable and ordinary travel expenses require notice by the employee(s) and pre-approval by the employee's direct supervisor in accordance with the organization's Office and Personnel Policies & Procedures unless such notice and pre-approval is waived by the employee(s)' direct supervisor or the Executive Director or their designee(s) due to essential or

emergency circumstances.

- (b) **Employee Stipends for Meals and Incidentals:** When an employee is traveling while engaging in activities within the scope of employment including but not limited to providing outreach and/or education to community members, each employee shall be given a per diem at the IRS destination rate for any overnight stay. The amount received on the first and last day of travel equals 75% of the total M&IE in accordance with U.S. General Services Administration. Any stipend covered under this provision shall rollover to consecutive days of travel. Per diem amounts do not require reimbursement to WJCNY. The use of the WJCNY credit card disqualifies the receipt of a per diem.
- (c) **Advance Payment for Work-related Expenses (APT Request):** Employees traveling while carrying out WJCNY business including but not limited to attending professional development events or conferences (“work event”) may be provided with money sufficient for all reasonable and ordinary travel expenses for such work event(s). The employee is responsible for submitting an estimated budget, along with the APT Request, within at least one (1) week before the travel date unless such time period is waived by the employee(s)’ direct supervisor or the Executive Director or their designee(s) due to essential or emergency circumstances. An expense report, including receipts, shall be submitted by the employee within a reasonable time, not to exceed fourteen (14) calendar days, after the employee's return from the work event. Any money unused must be returned to WJCNY within fourteen (14) calendar days upon the employee's return from the work event.
- (d) **Miscellaneous Work-Related Expenses:** Employees shall be reimbursed or compensated for all reasonable and ordinary work expenses such as mailing costs, office supplies, and other miscellaneous expenses. All reasonable and ordinary expenses require notice by the employee(s) and pre-approval by the employee’s direct supervisor in accordance with the organization’s Office and Personnel Policies & Procedures unless such notice and pre-approval is waived by the employee(s)’ direct supervisor or the Executive Director or his/her/their designee(s) due to essential or emergency circumstances.
- (e) **Payment of Work-related Expense Requests:** The Employer shall pay travel expenses as soon as possible. All approved travel expenses will be reimbursed no later than seven (7) calendar days or one (1) week from the date of submission.
- (f) **WJCNY vehicles:** The Employer shall provide a vehicle(s) to aid and assist employees with performing the functions of each employee’s job. Employees must request use of the vehicle(s) in accordance with the organization’s Office and Personnel Policies & Procedures, unless such procedure is waived by the employee(s)’ direct supervisor, the Executive Director or their designee(s) due to essential or emergency circumstances.
- (g) **Use of Employee’s Personal Vehicle:** When an employee’s vehicle is used for travel (other than to and from a WJCNY-office) reimbursement shall be the federal reimbursement rate per mile, plus tolls and parking. Each Employee has the right to use their personal car, even if the WJCNY car is available, if such travel is under thirty (30) miles one-way. If an employee prefers not to use their personal car, and the WJCNY-car is unavailable, WJCNY must provide a rental car to the employee provided that such travel is date-specific and cannot be rescheduled by the employee or WJCNY.
- (h) **Child Care Assistance Fund:** WJCNY shall reimburse for childcare up to the amount of the current daily market rate based on location and set by the New York State Office of Children and Family Services to each employee-parent in need of childcare that is required

to travel outside the standard 9am-5pm office hours (Monday through Friday) as noted in Section 11.0 herein (scheduling of work hours). Should an employee be required to stay overnight due to work, the employee shall be reimbursed for the actual childcare cost for each overnight stay.

- (i) **Cell Phones:** Upon request, WJCNY shall provide cell phones and cell phone service to employees who have regular contact with clients, prospective clients, and/or community members or any employee who makes a reasonable showing that a work phone would provide increased efficiency or safety in their role. Each cell phone shall have the capacity for both voice calls, cellular data, and text messages, and be fully paid for by WJCNY.
- (j) **Employee Access to or WJCNY-Credit Card:** Each employee shall be given access to a gas card or WJCNY credit card to pay for approved travel expenses. Employees must abide by the policies and procedures and accountability terms for use of the credit cards. Per diems not paid if employee uses the credit card.

18.2 PROFESSIONAL DUES AND REGISTRATION FEES:

- (a) **Licensure Fees:** WJCNY shall pay any local, state or federal professional licensure fees related to employment for any employee.
- (b) **Professional Membership Organizations:** WJCNY shall pay the annual membership dues for up to two (2) professional membership organizations per staff member, subject to approval by the Executive Director or their designee(s). This includes bar association memberships, as well as other professional membership associations relating to the mission of the organization.
- (c) **Public Interest Rate:** Any staff member seeking WJCNY payment of dues must first apply for any applicable dues waiver or public interest rate offered by the organization and association.

19.0 TRAINING, EDUCATION, AND PROFESSIONAL DEVELOPMENT

19.1 TRAINING NOTICE:

The Employer shall provide written notice to staff as soon as possible upon learning of any relevant training opportunities for Union staff.

19.2 COMMITMENT TO STAFF DEVELOPMENT:

The Employer and the Union recognize that appropriate training and education are a fundamental element of the employer's responsibility and the employee's working conditions. All staff shall receive training and education that will assist in professional development. The amount allocated to each employee on an annual basis shall be contingent on WJCNY's approved annual budget but shall not be less than one thousand (\$1,000) dollars for each staff member per calendar year ("annual professional development stipend"). Each staff member shall be notified of their annual professional development stipend upon hiring, and notified on their work anniversary, each year thereafter, of their entitlement to an annual professional development stipend.

19.3 INCREASE IN AVAILABLE STAFF DEVELOPMENT FUNDS:

In the event the organization has the ability to increase the amount of professional development funds, the amount eligible to employees is open to renegotiation.

19.4 ESSENTIAL TRAININGS:

Employees who are requested to attend the bi-annual Farmworker Law Conference, or the annual Freedom Network Conference, or any other essential or mandatory conference or meeting required by a funder, shall not have funds associated with such conferences deducted from their annual professional development stipend.

19.5 APPROVED TRAINING PAID BY EMPLOYER:

Any tuition, fees, or other related expenses approved by the Executive Director(s) or their designee(s) will be paid by the Employer.

20.0 RETIREMENT (401K PLAN)

20.1 ESTABLISHMENT OF THE PLAN:

WJCNY established a 401(k)-retirement plan effective January 1, 2021.

20.2 ELIGIBILITY

For the purposes of the employer-matched contribution, an eligible employee is defined as any employee that has completed their probationary period of employment covered under Section herein.

20.3 RE-NEGOTIATION:

WJCNY agrees to meet with the Union in the first quarter of each year for the duration of the contract to discuss the availability of funds for employer matched 401(k) contributions. If funds are available, the Employer will offer an employer-matched contribution at a negotiated rate.

20.4 TIMELY PAYMENT:

All employer contributions under this section shall be remitted to Paychex in a reasonable and timely manner and no later than two (2) weeks following the pay period in which the match was issued. Both parties understand that a failure to issue contributions within a reasonable period of time is a violation of this Agreement and creates financial losses for participating employees.

20.5 VOLUNTARY EMPLOYEE CONTRIBUTIONS:

Both parties acknowledge and understand that employees may volunteer to defer a portion of their earnings into their 401(k) account above and beyond 6% of the employee's salary.

21.0 VOLUNTARY SEPARATION FROM EMPLOYMENT

21.1 NON-ATTORNEY NOTICE:

Employees shall give at least fourteen (14) calendar days written notice to the Executive Director or their designee(s) in advance of their separation from employment. Departing staff may not take more than (1) day of leave during the last fourteen days of employment unless it involves a medical need or family emergency.

21.2 ATTORNEY NOTICE:

An attorney-employee shall give at least thirty-one (31) calendar days written notice to the Executive Director and/or their designee(s) in advance of their separation from employment. Departing attorney-employees may not take more than three (3) days of leave during the last thirty-one days of employment, unless it involves a medical need or a family emergency.

21.3 FAILURE TO PROVIDE NOTICE:

Any employee who fails to give proper written notice pursuant to this Section 21 forfeits their right to receive payment set forth in Section 16.3(e) herein.

21.4 EXIT INTERVIEW:

Upon notification of separation from employment, employees are asked, but not required, to attend an exit interview on or prior to the last day of employment. Employees are expected to return all WJCNY property on or prior to the last day of employment.

21.5 RETURN OF WJCNY PROPERTY:

Any employee who fails to return WJCNY property on or before the last day of employment forfeits their right to receive PTO payout and payment set forth in Section 16.3(e). The Union shall be notified in the event an employee does not return WJCNY property with an amount in writing as to the cost of replacement. The remaining balance, if any, shall be paid out to the employee.

22.0 ACCOUNTABILITY PROCEDURES

22.1 EMPLOYEE DISCIPLINE:

A permanent employee may not be disciplined without written notice except for just cause, requiring specific grounds, and in accordance with the procedures of this Section. Employees shall have the right to request Union representation in all stages of disciplinary procedures.

22.2 DISCIPLINARY PROCEDURES:

Should the Employer find fault with an employee's performance of job-related duties and responsibilities, or an employee's adherence to organizational policies or procedures, the supervisor shall:

- (a) Discuss the situation with the individual staff member and discuss corrective procedures. This discussion will be memorialized in writing, provided to the employee, and kept in the employee's personnel file. An employee may choose to discuss the situation without a union representative present, but the supervisor must advise the employee of their right to have a union representative present.
- (b) If the situation persists, the supervisor may issue a written warning and recommendation for corrective action ("Corrective Action Plan"). A copy of the Corrective Action Plan shall be placed in the employee's personnel file, and concurrently provided to the employee(s) and the Union. If the situation continues to persist it may be cause for termination.
- (c) Any corrective action in writing older than twelve (12) months shall not be used as the basis for termination, unless the conduct that was the basis of that action has recurred during the last twelve (12) months.

22.3 GROUNDS FOR IMMEDIATE SUSPENSION PENDING INVESTIGATION:

In the case of gross misconduct, fraud, acts of violence, or threats of violence, or other similar egregious acts, the supervisor and/or Executive Director can suspend an employee immediately, without pay, and without instituting the above corrective measures. All related documentation will be provided to the Union while an investigation is conducted. Management has five (5) business days to conduct a thorough investigation. In the event an extension is needed, the organization must provide good cause to the Union. After five (5) business days, if the employee is found innocent of the alleged misconduct, the employee will be reinstated with retroactive pay. If the employee is found guilty of misconduct, they may be terminated and will not receive retroactive pay.

- (a) The Director of Labor Relations and/or Executive Director(s) must notify the Union in writing of the action and cause for suspension the same day.
- (b) The Union may grieve such termination directly to Step 3 of the grievance process by filing a grievance with the Executive Director(s) or designee within ten (10) calendar days of an Employee's termination.

23.0 GRIEVANCE & ARBITRATION PROCEDURE

23.1 DEFINITIONS:

A "grievance" is defined as a dispute between the parties regarding the interpretation or application of the terms and conditions of this Agreement. A grievance shall be in writing and shall contain a statement describing the acts constituting the grievance; the approximate date(s), time(s) and location of events; the section or sections of the Agreement allegedly violated; and the relief requested. The information included within the initial grievance does not waive the grievant's right to add to or withdraw the relief requested, but any request to add to the relief requested shall be completed no later than Step 3 in the process.

23.2 TIME LIMITS:

Upon mutual written agreement of the Employer, Union and grievant, the time limits set forth in this Section 23.0 may be extended or waived.

23.3 PROCEDURE:

STEP 1 - Early Resolution. Prior to the institution of a formal grievance, the grievant or Union may informally discuss the dispute with the aggrieved employee's supervisor in an attempt to reach an amicable resolution. Both parties agree to meet in good faith and to utilize their best efforts to reach an early resolution by way of STEP 1.

STEP 2 - Meet and Confer with the Director of Labor Relations. An alleged grievance will not be entertained, and shall be deemed waived, unless presented in writing to the Director of Labor Relations within ninety (90) calendar days after the act or condition constituting the grievance, or within ninety (90) calendar days after the date that the aggrieved employee should reasonably have known of the act or conditions constituting the grievance. After receipt of the grievance, the Director of Labor Relations shall discuss the matter with the aggrieved employee and the Union within ten (10) calendar days, unless a request for information is made in connection with the grievance, in which case the Director of Labor Relations shall

discuss the matter within ten (10) calendar days of the Employer's response to the information request. The Employer's response to the information request shall be provided within ten (10) calendar days of receipt of the request. Electronic mail is an accepted form of delivery for such information requests and responses. The Director of Labor Relations or the Executive Director shall respond to the grievance in writing within ten (10) calendar days following the Meet and Confer meeting. Failure of the Employer to respond shall entitle the Union to proceed to STEP 3 below. If the grievance is not advanced to STEP 3 in a timely manner, the grievance will be deemed resolved on the basis of the Employer's STEP 2 response.

STEP 3 - Executive Director Review and Resolution. If the Employer's STEP 2 response is unacceptable, then the Union may advance the grievance to STEP 3 by submitting the matter to the Executive Director within ten (10) calendar days of delivery of the STEP 2 response. Following the Executive Director's receipt of the grievance, the employee, a representative of the Union, the employee's supervisor, and the Executive Director shall meet in an effort to resolve the matter. The meeting shall be held as soon as possible and, in any event, within ten (10) calendar days following the Union's STEP 3 submission to the Executive Director. The Employer will give a response to the grievance within ten (10) calendar days following the STEP 3 meeting. Failure of the Employer to respond shall entitle the Union to proceed to STEP 4 below.

STEP 4 - FMCS/Mediation & Arbitration. If the Employer's STEP 3 response is unacceptable, then the Union may advance the grievance to STEP 4 by notifying the Employer of its intent to submit the dispute to arbitration. Such notice must be submitted to the Employer and the Federal Mediation and Conciliation Service (FMCS) within thirty (30) calendar days of delivery of the Employer's STEP 3 response. If the parties are unable to agree upon a mutually acceptable arbitrator, either party may petition the FMCS to provide a panel of arbitrators to each party. The parties shall alternate striking names from the panel and the last name remaining shall be that of the selected arbitrator. If the grievance is not advanced to STEP 4 in a timely manner, the grievance will be deemed resolved based on the Employer's STEP 3 response.

- (a) **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Employer and the Union. The arbitrator shall have no power to add to, subtract from, modify, or delete any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. Each of the time limits set forth herein shall be strictly observed unless extended by mutual written agreement of the parties.
- (b) **Fees & Expenses of Arbitration.** The fee of the FMCS, if any, and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.
- (c) **Exclusivity.** This grievance and arbitration procedure shall be the sole and exclusive means of resolving any dispute that falls within its jurisdiction.

Notwithstanding the foregoing sentence, employees are not prohibited from pursuing statutory claims by way of administrative or judicial proceedings, even if both the grievance and statutory claims arise out of the same set of facts and circumstances. Employees may not recover duplicative relief from the grievance process and the administrative or judicial proceeding.

24.0 LAYOFFS

24.1 REDUCTIONS IN FORCE:

Layoffs shall be governed by length of employment with WJCNY and in conformity with the affirmative action plan in effect at the time of the signing of this CBA and approved by the union and management. The Union shall have the right to inspect the employer's financial records to review the determination that layoffs and reductions in wages are necessary for financial reasons. Management will consider alternative proposals from the union to avert layoffs and shall bargain with the union as to such proposals. Notwithstanding the foregoing, the final decision shall rest with management and the union does not reserve the right to strike if an impasse occurs.

24.2 RIGHT TO BE REHIRED:

Laid-off employees, not for cause, have an absolute right to be rehired before any other person for a period of one (1) year after the date of the layoff. Employees shall be notified of any openings in the organization in this time period.

24.3 NOTICE:

In the event that the employer proposes layoffs, the union and all the employees possibly affected shall receive at least ninety (90) days' notice. Whenever possible, all affected employees shall be given more than ninety (90) days' prior written notice.

24.4 SEVERANCE DUE TO LAYOFF(S):

Employees who are laid off by WJCNY shall receive two (2) weeks' severance pay if they have been employed by WJCNY for less than one (1) year, and four (4) weeks' severance pay if they have been employed by WJCNY for one (1) year or more, in addition to PTO payout referenced in Section 16.3.(e), subject to the availability of funds.

Laid-off employees shall be entitled to up to three (3) months, as the employee remains unemployed, of COBRA payments, depending on the availability of funds.

25.0 MANAGEMENT RIGHTS & RESPONSIBILITIES

Except as otherwise provided in this agreement, the employer retains the right to manage WJCNY and direct the work force, including the right to hire and schedule the working force, to plan, direct, and control operations, to lay off workers, to promulgate rules and regulations, and to maintain the efficient operation of the program, including the right to discipline, suspend, or discharge employees for cause, in accordance with procedures established herein.

In the event an employee has a serious charge against the Executive Director or any member of the Management Committee, such as the illegal or improper use of funds, improper accounting methods, sexual harassment and/or violence or discriminatory behavior, they may submit a complaint, oral or written, directly to the Chair of the Board of WJCNY. The act of submitting such

a Complaint does not in any way violate the terms of this CBA.

Upon written request to the LMC, WJCNY employees have the right to review any and all management salaries.

26.0 CONTRACT AMENDMENT

26.1 RE-OPENER:

This contract can be re-opened by either the union or management, with two (2) weeks written notice for the following:

- (a) Management proposed a change in insurance coverage.
- (b) Changes to the salary scale; or
- (c) Institutional or Corporation revision, modification or restructuring.

It is understood by both parties that unforeseen circumstances may affect the organization's economic status. The Employer and the Union agree to engage in good faith and transparency to bargain over the effects.

26.2 SEVERABILITY:

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement, and the parties shall promptly meet to renegotiate the invalid provision.

27.0 DURATION OF CONTRACT

27.1 CONTRACT DURATION:

This Agreement shall become effective **September 1st, 2023**, and remain in force and effect through **August 31st, 2026**.

27.2 FUTURE NEGOTIATIONS:

Should either party desire to begin negotiations in preparation of the conclusion of the terms of this contract, said party should provide, in writing, two months prior to the ending of the contract, notice of intent to renegotiate the CBA.

Prior to negotiations the union shall give to management, in writing, a list of economic and non-economic issues to be discussed at negotiations. In the event that notice is not timely given, the contract shall continue until such notice is given. The failure of the union to timely give notice shall not renew or extend the terms of this contract beyond the expiration date.

Management shall provide the union with the proposed or anticipated budget, including income and expense statements, prior to the beginning of negotiations.

27.3 NO STRIKE/NO LOCKOUT:

During the period of this contract, the union shall not strike, and management shall not engage in the lockout of staff.

28.0 ENTIRE AGREEMENT

This Agreement, and the documents referred to herein, constitute the entire agreement among the parties, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this agreement.

WORKER JUSTICE CENTER OF NEW YORK, INC.

By:



Signature

Lewis PAPENFUSS

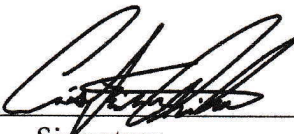
Printed Name

9/5/2023

Date

**ASSOCIATION OF WORKER JUSTICE CENTER EMPLOYEES (NOLSW UAW,
LOCAL 2320)**

By:



Signature

Cristian Avila

Printed Name

September 5, 2023

Date

APPNDICES:

APPENDIX A: VCAP AUTHORIZATION

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

To: Worker Justice Center of New York, Inc.

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

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

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

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

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

Name (Print) _____ SS# _____

Address _____

WJCNY Office _____

UAW Region: _____ Local Union: 2320 Unit: Worker Justice Center of New York

Dated: _____ Signature _____

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

APPENDIX B: Step Scale Criteria and Step Scale

On or before June 1st, 2024, an LMC meeting will be scheduled to brainstorm the step scale criteria to align with the mission and values of the organization. Within a month, the bargaining committees shall meet to solidify the new criteria and discuss implementation timeline.

Non-Attorney Step Scale Criteria:

Those with no formal experience (as described in the following chart) will be placed at Step 1.

Type of Experience	Number of steps
Bachelor's degree	+2
-OR-	
Two (2) years of post-secondary education , such as (e.g., Associate's Degree, two years of college without completion of degree)	+1
Relevant advanced degree (e.g., Ph.D., Master's)	+1 per degree
Relevant work experience: similar positions Each full year (12 months) of relevant experience working in a substantially similar position	+1 per year
Relevant work experience: serving our communities. Each full year (12 months) of experience working in service of the type of communities we serve (immigrants and agricultural/low-wage workers). <i>Note: this step only applies for experience that did not already count as "relevant work experience" in the previous section.</i>	+1 per year
Spanish fluency , defined as an advanced skill in accordance with the mission of WJCNY and its primary client population.	+1
Supervisory role or Coordinator position , officially assigned by management	+3
Five-year work anniversary A staff member that has worked at WJCNY for five years is eligible for a one-time two-step increase. Not applicable for new hires.	+2

Attorney Step Scale Criteria:

Those who have graduated law school but have no formal experience (as described in the following chart) will be placed at Step 1.

Type of Experience	Number of steps
Passage of a bar exam allowing admission to practice in NY, (e.g., NYS Bar exam, Uniform Bar Exam in another jurisdiction)	+1
Relevant advanced legal degree	+1 per degree
Relevant work experience: similar positions prior to being an Attorney Each full year (12 months) of relevant legal experience held prior to, during, or after law school (but before eligibility to practice as an attorney). (E.g., internships, clinics, paralegal/legal assistant positions). <i>See Note 2 for more details.</i>	+1 per year
Relevant work experience as an attorney Each full year (12 months) of relevant experience as an “attorney” or similar position.	+1 per year
Relevant work experience: serving our communities Each full year (12 months) of experience working in service of the type of communities we serve (immigrants and agricultural/low-wage workers). <i>Note: this step only applies for experience that did not already count as “relevant work experience” in the previous sections.</i>	+1 per year
Spanish fluency , defined as an advanced skill in accordance with the mission of WJCNY and its primary client population.	+1
Supervisory role or Coordinator position , officially assigned by management	+3
Five-year work anniversary A staff member that has worked at WJCNY for five years is eligible for a one-time two-step increase. Not applicable for new hires.	+2

Additional Notes:

1. Each year of work experience is credited in only one category. (For example, work as a worker’s rights attorney will count as relevant experience as an attorney and therefore cannot also be credited as a year of experience in service of low-wage workers).
2. Each “full year” is an aggregate calculation and does not require work to be performed in a continuous or consequential manner without breaks in performance. Full year refers to full-time work, but part-time work can be prorated such that 2 years working half time can equal one year of full-time work.
3. Unpaid work, such as unpaid internships, may be credited the same as any other work experience.

Step Scale

Each employee shall receive an annual increase of \$1,500 on their work anniversary date regardless of their level on the step scale.

<u>STEP</u> <u>S</u>	<u>NON-</u> <u>ATTORNEY</u>	<u>ATTORN</u> <u>EY</u>
1	\$44,000	\$60,000
2	\$45,500	\$61,500
3	\$47,000	\$63,000
4	\$48,500	\$64,500
5	\$50,000	\$66,000
6	\$51,500	\$67,500
7	\$53,000	\$69,000
8	\$54,500	\$70,500
9	\$56,000	\$72,000
10	\$57,500	\$73,500
11	\$59,000	\$75,000
12	\$60,500	\$76,500
13	\$62,000	\$78,000
14	\$63,500	\$79,500
15	\$65,000	\$81,000
16	\$66,500	\$82,500
17	\$68,000	\$84,000
18	\$69,500	\$85,500
19	\$71,000	\$87,000
20	\$72,500	\$88,500

APPENDIX C: Senior Staff Responsibilities

Senior Staff Attorney

- Engage in all duties related to the litigation of wage and hour, discrimination, trafficking, and agricultural and migrant worker claims.
- In collaboration with the Litigation Director or by delegation from the Litigation Director, manage caseloads of staff attorneys
- Review and make determinations on intakes
- Provide advice to program staff regarding the legal implications of non-litigation remedies to workplace injustice
- Supervise the work of staff attorneys, paralegals, and legal assistants
- Maintain contact and collaboration with relevant community organizations, government agencies and bar associations that may be of assistance in serving clients or reaching organizational goals.

Senior Workers' Rights Advocate

- Conduct outreach to low-wage worker and farm-worker communities for the purposes of delivering legal rights education and trainings
- Conduct trainings with targeted populations in the areas of labor rights and leadership development
- Collaborate with government agencies and other non-profit agencies where appropriate to achieve program goals
- Serve as a resource to Workers' Rights Advocates by sharing successful strategies and tactics and general mentorship
- In collaboration with the Legal staff, assist low-wage workers in filing complaints of health and safety violations
- Under attorney supervision, assist low-wage workers in filing DOL complaints
- Support low-wage workers in self-advocacy and leadership development
- Keep regular, detailed reports as required by management and funders
- Assist the Workplace Justice Program Coordinator in gathering data and information from program staff and in drafting program grant applications and reporting
- Maintain knowledge of current events and developments in the areas impacting the organization's targeted populations.

Senior Human Trafficking Specialist

- Conduct outreach to migrant labor camps with a focus toward uncovering potential trafficking victims and schemes;
- Investigate claims of trafficking;
- Conduct needs assessment and assist in the coordination of services for individual cases;
- Prepare information and educational materials on trafficking and the identification of trafficking victims;
- Conduct training sessions for governmental and service agencies on identifying situations of trafficking;
- Establish and maintain professional and cooperative relations with appropriate government and law enforcement agencies and community partners in furtherance of program goals.
- Serve as a resource to Workers' Rights Advocates by sharing successful strategies and tactics and general mentorship
- Keep regular, detailed reports as required by management and funders
- Assist the Human Trafficking Program Coordinator in gathering data and information from program staff and in drafting program grant applications and reporting
- Maintain knowledge of current events and developments in the areas impacting the organization's targeted populations.

APPENDIX E: Short-Term Disability Form