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 6, 2026 – November 30, 2029

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1.0 PREAMBLE

This Agreement, effective this September 6, 2026, 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").

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.

2.0 LABOR MANAGEMENT COMMITTEE

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 item in this Agreement be renegotiated or that there is any obligation to bargain over any issue during the term of this Agreement.

3.0 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, unless otherwise delineated herein.

4.0 GOVERNING DOCUMENT

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.

5.0 UNION RECOGNITION AND CONTRACT PERIOD

5.1 EXCLUSIVE BARGAINING REPRESENTATIVE

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

5.2 CONTRACT TERM

This contract, including both economic and non-economic aspects of the contract, shall continue in effect until November 30, 2029.

5.3 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 (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 their 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 lies with management. If Fellows are offered a Full-Time position at the conclusion of their fellowship, their start date for purposes of seniority shall be the first date of their employment at WJCNY.

(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) 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.

6.0 AGENCY SHOP/CHECKOFFs

6.1 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.

6.2 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.

6.3 TERMINATION OF DUES CHECK OFF

The Employer shall be relieved from the Check Off provisions of Section 6.2 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.

6.4 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.

6.5 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.

6.6 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 "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" ("V-CAP form") (see Appendix A). 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, along with a monthly and year-to-date report of each employee's deductions, furnished with each remittance.

(e) The Employer shall be relieved from the provisions of Section 6.6 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 6.6. 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.

7.0 HIRING PROCEDURES FOR BOTH MANAGEMENT AND NON-MANAGEMENT VACANCIES

7.1 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.

7.2 FILLING OF 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. It is the intent of both parties to allow current employees the opportunity to apply for positions before such vacancies are advertised to outside applicants, provided the employee applies within the one week before such vacancy is advertised publicly. This is applicable to both management and bargaining unit positions.

(b) An Interview Committee to assist the Executive Director and/or their designee(s) will be formed. The Union will be invited to designate two persons from the Union to sit on the Interview Committee. Where possible, the Union shall designate at least one person from the respective job category of the vacancy.

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, non-binding recommendation to the Executive Director or their designee.

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

7.3 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 7.2 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 two-thirds vote.

7.4 RESPONSIBILITIES OF THE INTERVIEW COMMITTEE MEMBERS

The parties recognize that Interview Committees play a central role in ensuring that hiring decisions serve the shared mission of WJCNY and the Union. Committee members work together to assess whether a candidate is well-suited to the role, including the alignment of the candidate's values with the parties' shared commitment to social justice. Committee members are also tasked with ensuring that the hiring and step scale placement process remains fair, transparent, accessible, and equitable. This Section sets forth the conduct and availability expected of Interview Committee members in furtherance of that purpose.

(a) Commitment to Serve: Before being designated to an Interview Committee under Section 7.2, a prospective committee member shall confirm their availability for the anticipated interview schedule. A person who cannot reasonably commit to the anticipated schedule should decline the designation at that time rather than after the process has begun.

(b) Expected Conduct: Members of an Interview Committee, whether designated by the Union or by Management, are expected to:

i. Attend scheduled interviews and committee meetings punctually;

ii. Provide reasonable advance notice to the Executive Director and/or their designee, and to the Union (where the absent member is a Union designee), if they are unable to attend a scheduled session;

iii. Treat candidates, fellow committee members, and confidential application materials with professionalism, courtesy, and discretion.

(c) Unavailability: If a designated committee member is unavailable, interview notes shall be shared with that member.

(d) Repeated Issues: Where a pattern of unavailability or unprofessional conduct under subsection (b) recurs with a particular committee member, either party may raise the concern during an LMC meeting outside the context of any specific hiring process. The parties shall discuss the concern in good faith, which may include the employee declining or being asked not to participate on future committees for a defined period.

(e) Relationship to Accountability Procedures: This Section is intended to keep the hiring process functioning smoothly and is not, on its own, a basis for discipline. Any disciplinary action arising from a committee member's conduct remains subject to the procedures and protections set forth in Section 21.0 (Accountability Procedures).

7.5 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. Unless otherwise required by law, probationary employees receive 401(k) contributions per Section 19.2 upon the successful completion of the probationary period.

(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/designee.

7.6 COMMITMENT TO EQUITY AND JUSTICE WITHIN THE HIRING PROCESS

The following procedures shall be enacted to broaden the pool of qualified applicants and remove unnecessary barriers to opportunity, consistent with applicable federal, state, and local law. Nothing in this Section shall be construed to require or permit any employment decision — including but not limited to recruitment, interviewing, hiring, or placement on the Step Scale — to be based on an applicant's race, sex, national origin, or other protected characteristic.

(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, and other advertising forums with broad reach across New York State, including forums that reach those historically underrepresented in the legal services field.

(c) When possible, WJCNY shall establish relationships to aid in outreach to a broad and qualified applicant pool, including colleges and universities, civil and human rights organizations, and other professional and community organizations.

(d) When possible, every effort shall be made to contact national organizations, professional associations, and other associations that can help WJCNY reach a broad pool of applicants.

(e) The parties agree to observe generally recognized best practices for unbiased hiring, outlined in Appendix B.

8.0 EMPLOYEE WORK PLANS AND PERFORMANCE EVALUATIONS

8.1 EMPLOYEE WORK PLAN

The employee's supervisor, and/or their designee(s), 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 commences on the employee's annual anniversary date of hire until the next performance evaluation in September-December, and is annually thereafter.

(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 WJCNY's 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.

8.2 EMPLOYEE PERFORMANCE EVALUATIONS

The purpose 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 from September-December. 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 in March. These evaluations will be developed during LMC meetings 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).

8.3 FAIR WORK DISTRIBUTION & PROTECTION OF LEAVE

The parties recognize that excessive workloads and inability to use earned paid time off undermine both employee wellbeing and the quality of client service. The parties recognize that some degree of variation in individual workload is normal and expected, arising from factors such as employees' leave status, individual strengths and areas of specialization, periods of challenging life circumstances, level of experience, and the differing demands of particular cases or clients. This Section is not intended to enforce strict numerical equality, but to identify and address large, sustained inequities that reflect a genuine workload problem rather than ordinary variation. In addition, the parties recognize that Management supports and encourages the use of paid time off and that employees are encouraged to be diligent and forward-thinking about their planned use of PTO. The Director of Labor Relations shall remind staff of unused PTO balances at the beginning of every quarter.

(a) Employees are not required to regularly check or monitor work-related emails or respond to work-related communications outside of scheduled calendar work hours. It is understood that, at times, the organization may attempt to contact staff outside of the employee's scheduled calendar hours in the event of a serious, unexpected, or emergency situation that is time-sensitive. Employees agree to be mindful of emergency client needs. The expectation is that such contact would be the exception, not the norm.

(b) Equitable Assignment of New Work: When assigning new intakes, cases, or workload, supervisors shall consider each employee's existing caseload relative to their peers in the same or a substantially similar role, including Management, and shall not assign new work to an employee whose caseload already substantially exceeds the average for their role without first discussing the assignment with that employee and, where the employee requests it, the Union. Management and the unit mutually agree that workloads should be distributed equitably among both management and unit members given respective work duties, and that to the extent individual employees, including both management and unit members, carry a lower workload on average, they may be asked to contribute more. The intent of both WJCNY and the unit is not, however, to overload staff or management who already complete reasonable workloads, and to ensure that all management and unit members carry reasonable and equitable workloads.

(c) Regular Meetings Regarding Workload Distribution: At each quarterly LMC, the LMC will review workload distribution for the purpose of ensuring casework and other duties are spread equitably across employees.

i. For any identified disparities, the Executive Director and/or the relevant Program Director shall agree on a specific corrective step and a timeline for implementing it. Identified disparities, corrective steps, and timelines will be shared with the LMC for discussion.

ii. Where a disparity spans more than one program (for example, one program is consistently overloaded relative to another), the Executive Director shall consider cross-program reassignment or staffing adjustments as part of this discussion.

iii. A pattern of unimplemented corrective steps on either the part of Management or the Union may be raised at the LMC as a standing agenda item until resolved. Nothing in this Section limits the use of the disciplinary process.

9.0 HEALTH AND SAFETY

9.1 COMMITMENT TO SAFE WORKING CONDITIONS

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 ensure that offices are equipped with proper outdoor lighting and security cameras around exits and entrances, as well as a first aid kit for minor injuries.

9.2 HAZARD REPORTING AND REMEDIATION

Staff shall report all safety concerns to the Executive Director, or their designee, as soon as possible. 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 shall ensure that an incident report form related to the safety concern or event is completed within a reasonable time, as well as remediation of the concern where reasonably warranted.

(a) Recurring or Unresolved Hazards may be placed on the agenda for the next LMC meeting, and the Employer shall provide the LMC with a written remediation plan and timeline.

(b) Escalation: An employee or the Union may advance an unresolved or recurring hazard directly to Step 2 of the grievance procedure under Section 22.3. Employees who violate expected safety procedures or ignore directives related to safety are subject to the disciplinary process, including immediate suspension pending an investigation.

9.3 WORK VEHICLE SAFETY

(a) Maintenance and Inspection: The Employer shall maintain all company vehicles in safe operating condition and shall ensure each vehicle receives regular documented safety inspections.

(b) Employee Reporting of Vehicle Issues: Any employee who identifies a mechanical or safety issue with a WJCNY vehicle shall report it to the Executive Director or their designee as soon as possible. A vehicle with a reported safety issue shall not be assigned for further use until the issue is resolved or a qualified mechanic confirms the vehicle is safe to operate, except where the reported issue is minor and does not affect safe operation. Where a vehicle has been taken out of use, employees who knowingly use the vehicle during that time are subject to the disciplinary procedure, including immediate suspension pending an investigation.

(c) Emergency and Safety Equipment: Each WJCNY vehicle used for outreach or travel between offices shall be equipped with a first aid kit, a flashlight, a jump kit, a tire patch kit and pump, a brush, a shovel, a rain poncho, and basic emergency supplies.

(d) Adverse Weather and Road Conditions: No employee will be required or expected to operate a WJCNY vehicle, or their personal vehicle for work purposes, under current or predicted road or weather conditions that a reasonable person/driver would deem to be unsafe.

(e) Accident or Incident Reporting: Any accident or safety incident involving a WJCNY vehicle shall be reported to the Executive Director or their designee immediately, and shall be treated as a safety report subject to remediation.

(f) Driver Eligibility: The Employer shall confirm that any employee assigned to operate a WJCNY vehicle holds a valid driver's license appropriate to the vehicle, and Employees are expected to provide proof of license and maintain a valid license as a condition of employment. Employees will promptly notice the Employer of any violation that adds points to their license or otherwise restricts their ability to drive. Employees without the legal ability to drive are prohibited from operating a WJCNY vehicle. Not reporting such restriction or driving a vehicle while legally unauthorized to do so is considered gross misconduct subject to immediate suspension per Section 21.4.

9.4 OUTREACH AND FIELD STAFF SAFETY

In recognition of the possible safety risks faced by staff conducting outreach, home visits, or other work in the field, the Employer shall maintain a written Outreach/Field Safety Plan, developed and reviewed annually with the LMC.

10.0 WAGES AND HOURS

10.1 PAYDAYS

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

10.2 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.

11.0 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.

11.1 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 absent an emergency or time-sensitive client need. The expectation is that client/organizational needs that require extra hours would be the exception, not the norm.

11.2 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.

11.3 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.

12.0 SCHEDULING OF WORK HOURS

12.1 STANDARD WORK HOURS

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

12.2 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. WJCNY recognizes that holidays, the use of PTO, or flexible scheduling as outlined in this Section will necessarily lead to a reasonable number of shorter workweeks in terms of calendar days, but nothing in this Section is intended to grant the right to a regular shorter workweek absent pre-approval by WJCNY.

12.3 STATEMENT OF INTEREST IN POSSIBLE FUTURE DEVELOPMENT OF A FORMAL FOUR-DAY WORKWEEK

(a) The parties affirm their willingness to explore the possible development of a formal, organization-wide four-day workweek. The parties recognize, however, that implementing such a model responsibly requires first addressing existing inequities in workload distribution, consistent with Section 8.3, so that a four-day workweek does not entrench or worsen those inequities and so that there is no reduction in the organization's ability to meet the needs of the community it serves.

(b) Interim Commitment to Equitable Distribution of Work: The LMC shall prioritize the workload equity review process described in Section 8.3 as a precondition to developing a four-day workweek, and shall track progress on that review as a standing agenda item.

(c) 2027 Development Process: Beginning in the first quarter of 2027, the LMC shall meet to discuss, in good faith, the development of a four-day workweek, informed by the workload equity data gathered under Section 8.3.

(d) No Guarantee: This Section reflects the parties' mutual intent and commitment to good-faith engagement on this subject. It does not itself establish a four-day workweek, obligate WJCNY to implement one on any specific date, or create an independently grievable entitlement to a four-day workweek.

12.4 WORK CALENDARS

Hours must be recorded by the employee in their shared Outlook calendar(s) 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 prior. Failure to keep an updated calendar is subject to the rescission of remote work arrangements and to the progressive disciplinary process.

13.0 REMOTE WORK

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. Employees also understand that there are benefits to in-person office engagement, including moral and peer support, collaboration, efficiency with some tasks, and group work, and will take these benefits into consideration in their work plan and scheduling.

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, work plan, grant requirements, and work performance evaluations. Remote work arrangements shall not be unreasonably denied by WJCNY. Any denial of a remote work arrangement must be in writing detailing reasons for such denial. All denials are subject to the grievance procedure herein. Any major adjustment to the remote work arrangement is subject to the progressive disciplinary process herein.

13.1 UPDATED WORK CALENDARS AND RESPONSE TIME

An employee working remotely shall keep their calendar updated so that other staff may identify their remote and in-office days as well as their working hours in their shared Outlook calendar, consistent with the work calendar requirements of Section 12.4.

An employee working remotely shall be reasonably responsive to work-related communications during their scheduled work hours, consistent with the standard expected of an employee working in the office. It is understood that the failure to respond to reasonable work-related communications or keep calendars updated may lead to the rescission of the remote work arrangement.

14.0 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.

14.1 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 compensation to a maximum of 3 times that of the lowest paid employee).

14.2 TRANSITION RE-EVALUATION FOR CURRENT EMPLOYEES

(a) Purpose: Upon ratification of the revised Step Scale set forth in Appendix C, all current bargaining unit employees shall have their placement on the Step Scale reviewed and, where applicable, adjusted in accordance with this Section, to be effective as of the start of the full pay period following ratification of this agreement. Each employee will have fifteen (15) calendar days from receipt to accept or contest their placement and provide supporting documentation to be reviewed by WJCNY.

(b) Legacy Rights: Where an employee's pre-ratification salary was established through placement logic that does not correspond to the criteria in Appendix C (including but not limited to placements

made under a prior iteration of the Step Scale), that employee's pre-ratification salary shall nonetheless serve as their placement floor under subsection (a). Nothing in this Section requires WJCNY or the Union to reconstruct or justify the basis for a pre-ratification salary in order for the floor in subsection (a) to apply. Where an employee's pre-ratification salary shall serve as their placement floor, and that salary is less than $75,000, that employee will receive a $1500 raise to their base pay.

(c) New Hires Unaffected: This Section applies only to employees hired prior to ratification of the revised Step Scale. Employees hired on or after ratification shall be placed on the Step Scale solely in accordance with Appendix C, without reference to this Section.

14.3 SALARY RE-EVALUATION

After becoming a permanent employee of WJCNY, any employee may submit a request for a salary re-evaluation due to achievement of one of the criteria for "salary enhancements," such as DOJ accreditation, outlined in Appendix C. A salary re-evaluation must be completed within thirty (30) days of the request, and shall not be unreasonably delayed.

14.4 CANDIDATES FOR HIRE

Candidates shall be provided with an opportunity to provide any relevant, additional information (aside from what was provided with the candidate's application materials or during the interview process) to accurately assess the individual's placement on the Step Scale.

14.5 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.

15.0 SENIORITY, SENIOR STAFF AND PROMOTION

15.1 SENIOR STAFF TITLE

Attorneys are eligible for the title of "Senior Staff" after five (5) years of experience in the role that they occupy, or in a similar and/or relevant role, or after five (5) years of consecutive 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 attorney becomes eligible. A Senior Staff title change requires pre-approval by WJCNY management and is dependent on a merit-based evaluation requested by the employee, as well as the agreement to additional duties as outlined in Appendix C. An eligible employee's evaluation shall not be unreasonably denied or delayed for the title change to be finalized. Senior staff responsibilities are described in Appendix D.

15.2 HIRING OF BARGAINING UNIT MEMBERS TO LEADERSHIP ROLES

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, in accordance with the Step Scale Criteria. 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.

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, or voluntarily chooses to work to meet emergency or time-sensitive needs, they shall bank those hours worked as compensatory hours to be taken as a matter of right.

- New Year's Day (January)
- Martin Luther King Day (January)
- President's Day (February)
- Farmworkers Day (March)
- May Day (May)
- Memorial Day (May)
- Juneteenth (June)
- Independence Day, U.S. (July)
- Labor Day (September)
- Indigenous Peoples' Day (October)
- Thanksgiving Day (November)
- The day after Thanksgiving (November)
- December 24th and 25th (December)
- New Year's Eve Day (December)
- One holiday per month designated by WJCNY, as delineated in Section 16.2.

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 MONTHLY PAID OFFICE CLOSURE

In addition to the holidays observed under Section 16.1, WJCNY shall close all offices for one (1) additional paid day per month, to be designated by WJCNY in consultation with the LMC at the start of each calendar year, or on a rolling basis if operational needs require adjustment. Employees understand that such holidays may fall outside the normal closure schedule for courts, client work hours, outreach events hosted by outside organizations, advocacy days, or other work requirements or events. Employees agree to prioritize urgent work needs equitably among both the unit and management. If an employee is required to work on a holiday, they shall bank those hours worked, consistent with the treatment of holiday work under Section 16.1. Client or work needs that consistently go unmet during these WJCNY holidays, or that are inequitably distributed, may become the subject of an LMC at the request of either management or the unit subject to the work equity provisions in Section 8.3.

16.3 WINTER BREAK

In addition to the holidays outlined in Sections 16.1 and 16.2, WJCNY shall institute a holiday break for the regularly scheduled work days between December 23rd and January 1st that are not already designated holidays pursuant to Section 16.1. The same obligations and rights of employees govern as in Sections 16.1 and 16.2.

16.4 PAID TIME OFF (PTO)

Staff are entitled to twenty (20) workdays of PTO in years one and two, beginning from the start of employment, twenty-three (23) workdays from the start of years three and four, and twenty-five (25) workdays at the start of year five and subsequent years of employment. Beginning January 1, 2027, PTO will accrue each year on January 1, with a staggered start depending on the calendar month of a staff member's anniversary date. Staff whose anniversaries fall between the ratification of this agreement and January 1, 2027, will receive PTO pro-rated as of their 2026 anniversary until the end of 2026, with a new full balance on January 1, 2027, and staff whose next anniversary falls between January 1, 2027, and one year from the ratification of this agreement will receive pro-rated PTO as of their anniversary date in 2027, with a new full balance on January 1, 2028, until all staff receive PTO as of January 1 each year starting January 1, 2028. New hires will have pro-rated PTO until the January 1 after their start of employment. The intention is for everyone to receive the PTO days they are entitled to in accordance with this agreement while transitioning to the new accrual schedule in a systematic way.

(a) PTO Carryover: PTO is to be used within three (3) months after each employee's Anniversary Date until the staff member is on the revised January 1 schedule; or by March 31 of each year beginning in 2028 or once a staff member is on the revised January 1 schedule; 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 offboarding procedures in Section 20.5 of this Agreement to be eligible for payment of unused PTO as outlined in this Section. This subsection does not apply to a termination for 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), provided WJCNY payroll or timekeeping software provides real-time access. PTO Banks shall provide staff with accurate and reliable information, updated within a reasonable amount of 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 staff's direct supervisor absent an emergency. This subsection is meant to trust employees with autonomy and low-friction access to short blocks of time off but does not excuse the employee from performance expectations, deadlines, or obligations that existed prior to the leave. Nothing in this subsection limits the Employer's ability to address a pattern of missed deadlines or unmet obligations, or a

pattern of misuse that results in inequities for other employees, including management. Although WJCNY recognizes that PTO necessarily means a shorter workweek in the week(s) PTO is taken, this section is not intended to allow employees to take regular shorter workweeks that are not pre-approved.

16.5 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. Beginning January 1, 2027, MLH will accrue each year on January 1. New hires will have pro-rated MLH until the January 1 after their start of employment.

(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 should file a claim with the assistance of and in concert with the Director of Labor Relations and Human Resources or designee. 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 with prompt access to benefits. A template form can be found in the WJCNY Employee Handbook.

16.6 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."
- 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.

16.7 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:

(d) 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.

(e) 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.

(f) 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.

(g) 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.

16.8 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, spouse, domestic partner, sibling, cousin, aunt, uncle, sibling-in-law, parent-in-law, son or daughter-in-law, grandparents or grandchildren shall be given fifteen (15) 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 subsection (a) may be approved by the Executive Director and/or their designee; such leave not to be unreasonably withheld.

(c) Bereavement Leave Beyond Fifteen Days: Requests for additional bereavement leave shall be granted only by unanimous approval of the LMC.

(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. Employees are entitled to use sick/medical leave hours as outlined in Section 16.5 in combination with bereavement leave without need of a doctor's note.

16.9 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 subsection (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 subsection (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, subsection (b) may be waived.

16.10 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 they receive for fulfilling their duty. Management may require proof of such notice to appear for legal proceedings.

16.11 MILITARY LEAVE AND PROTECTIONS RECOGNIZED

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

16.12 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.

16.13 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 ten (10) 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 16.4, 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.

16.14 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.

16.15 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.

16.16 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) consecutive years of full-time employment, an employee is entitled to thirty (30) workdays of paid leave as sabbatical. Additionally, every five (5) consecutive 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) 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.

(c) 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.

16.17 PRENATAL LEAVE

Each employee, regardless of length of service or full-time/part-time status, is entitled to twenty (20) hours of Paid Prenatal Leave in each fifty-two (52) week period, consistent with New York Labor Law Section 196-b. This entitlement is available to newly hired employees immediately upon the start of their employment and does not require a minimum period of service to accrue.

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 Platinum 2, Gold 21, Gold 5, Silver 2, and Silver 18 levels. The employer shall contribute 95% towards the premiums of the Silver 2 and 18 coverage, 90% towards the premiums of the Gold 5 and Gold 21 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. Employees are 50% responsible for dental insurance premiums and may elect to waive dental insurance.

17.2 HSA/FSA

(a) Health Savings Account: The Employer will offer at least one Health Savings Account (HSA)-eligible plan. The Employer will contribute $1,250 towards the HSA of employees with an individual Silver 2 plan and $2,500 towards the HSA of employees with a couple or family Silver 2 plan. The Employer will contribute $750 towards the HSA of employees with an individual Gold 21 plan and $1,500 towards the HSA of employees with a couple or family Gold 21 plan.

(b) Health Care Flexible Spending Account: The Employer shall offer a Health Care FSA, allowing employees to contribute pre-tax dollars, up to the maximum annual limit set by the IRS, toward eligible medical, dental, and vision expenses. An employee enrolled in an HSA under subsection (a) may only participate in a Limited Purpose FSA restricted to dental and vision expenses, consistent with IRS rules governing HSA eligibility.

(c) Dependent Care Flexible Spending Account: The employer shall offer a Dependent Care FSA, allowing employees to contribute pre-tax dollars, up to the maximum annual limit set by the IRS, toward eligible dependent care expenses.

17.3 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.

17.4 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 of coverage. In the event two or more employees are covered by a WJCNY-sponsored plan, the covered employees are not eligible for the medical waiver. All employees electing to obtain coverage through another source must present evidence of coverage to WJCNY.

17.5 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 the disability carrier with whom WJCNY maintains a policy. Premiums shall be paid by WJCNY. Staff are eligible to supplement disability payment with medical leave hours and PTO remaining in their bank, but any leave granted after expiry of that available time will be unpaid.

17.6 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.

17.7 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.

17.8 WORKERS' COMPENSATION

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

17.9 UNEMPLOYMENT INSURANCE

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

17.10 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.

17.11 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 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 attorneys' fees and related costs, incurred within the scope of employment, or as a direct consequence of the discharge of the employee's official duties, with the exception of willful, malicious, and/or grossly negligent conduct on the part of the employee, or a pattern of conduct that has been expressly addressed pursuant to a disciplinary process or otherwise discussed with the employee.

(b) Indemnification is subject to WJCNY's ability to pay, including source of funding, and is not intended to bankrupt WJCNY or otherwise lead to a precarious financial situation where lay-offs would be necessitated.

17.12 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 Employee Handbook 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/General Services Administration (GSA) destination rate for any overnight stay. The amount received on the first and last day of travel equals 75% of M&IE in accordance with U.S. General Services Administration rates. Any stipend covered under this provision shall roll over to consecutive days of

travel. Per diem amounts do not require reimbursement to WJCNY. The use of a WJCNY credit card disqualifies the receipt of a per diem.

(c) Advance Payment Requests for Work-related Expenses (APR): 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 APR, 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/Employee Handbook 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.

(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) business days from the date of submission. Reimbursement requests are due within fourteen (14) calendar days after the end of the month in which the expense was incurred. Failure to submit within that timeframe may lead to the employee forfeiting their reimbursement. Exceptions will be made for good cause, including but not limited to personal emergencies.

(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/Employee Handbook, 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. The use of personal cars is otherwise governed by the WJCNY policy in the Employee Handbook.

(h) Child Care: If an employee's required overnight travel necessitates paid childcare during that period, WJCNY shall reimburse the actual childcare cost for each overnight stay. Such overnight travel must be pre-approved by the Executive Director or their designee.

(i) Cell Phones: 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 voice calls, cellular data, and text messages, and be fully paid for by WJCNY.

(j) Employee Access to WJCNY Credit Card: Employees shall have access to a WJCNY credit card to pay for approved travel expenses, provided WJCNY has reasonably attempted to obtain one and has been approved for one. Employees must abide by the policies, procedures, and accountability

terms for use of the credit cards, to be found in the Employee Handbook. Per diems are not paid if the employee uses the credit card, and any meals charged directly may not exceed the per diem limits.

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.

18.3 PROFESSIONAL DEVELOPMENT

The Employer and the Union recognize that appropriate training and education are important components of employment. All staff shall receive training and education that will assist in professional development, based on the availability of funds, the relation of the subject matter to the employee's job duties, and the equitable distribution of funds among staff. WJCNY shall pay for reasonable professional development, including tuition, fees, travel, and related expenses, upon approval by the employee's direct supervisor and/or the Executive Director and based on the availability of funds. Approval shall not be unreasonably withheld where the professional development is reasonably related to the employee's role or professional growth within the organization, funds are available, and no substantial professional development expenditure has already been made for that employee during that calendar year.

(a) Notice: The Employer shall provide written notice to staff as soon as possible upon learning of any relevant training opportunities for Union staff. Union staff are free to provide notice of any opportunities as well.

(b) Equitable Access: Approval of professional development requests shall be based on consistent, job-related criteria applied evenly across employees in similar roles, and shall not be denied or delayed based on an employee's workload if reasonable coverage arrangements can be made.

(c) Timeliness: Employees will make requests, where possible and practicable, at least two weeks prior to the registration deadline for any professional development opportunity, and will attempt in all instances to obtain "early bird" registration, where applicable. The Employer will respond to the request within a week, and if the Employer denies a request shall provide a written explanation.

19.0 RETIREMENT (401K PLAN)

19.1 ESTABLISHMENT OF THE PLAN

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

19.2 EMPLOYER CONTRIBUTION

WJCNY shall provide a matching contribution to each eligible and participating employee's Roth 401(k) account at a rate of up to 1% of each employee's pay for the first year of the contract, 2% the second year, and 3% the third year. To the extent that WJCNY finds itself with additional funds available for employee benefits following ratification of this agreement, the parties agree to prioritize 401(k) contributions.

19.3 VOLUNTARY EMPLOYEE CONTRIBUTIONS

Both parties acknowledge and understand that employees may volunteer to defer a portion of their earnings into their Roth 401(k) account up to the annual IRS limit.

20.0 VOLUNTARY SEPARATION FROM EMPLOYMENT

20.1 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 one (1) day of leave during the last fourteen days of employment unless it involves a medical need or family emergency.

20.2 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.

20.3 FAILURE TO PROVIDE NOTICE

Any employee who fails to give proper written notice pursuant to this Section 20 forfeits their right to receive payment set forth in Section 16.4(e) herein.

20.4 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 may request that their direct supervisor be absent from the exit interview and may also request the attendance of union representation.

20.5 RETURN OF WJCNY PROPERTY

Employees are expected to return all WJCNY property on or prior to the last day of employment and complete transfer memos that ensure a streamlined transfer of work duties. Any employee who fails to return WJCNY property on or before the last day of employment, or does not provide such transfer memos or complete designated offboarding tasks, forfeits their right to receive PTO payout and payment set forth in Section 16.4(e) herein. The unreasonable retention of WJCNY property or materials is subject to further action by WJCNY. 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.

21.0 ACCOUNTABILITY PROCEDURES

21.1 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.

21.2 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, or with inappropriate behavior or conduct, the supervisor, Director of Labor Relations and Human Resources, or Executive Director or designee, shall:

(a) Discuss the situation or situations 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 WJCNY must advise the employee of their right to have a union representative present.

(b) If the situation or situations persist, or the employee commits other infractions contemplated by this Section, 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. Continued uncorrected behavior or performance may be cause for termination.

(c) The same disciplinary process pursuant to this Section may cover conduct that, either at one time or over time, touches on a combination of issues, including, but not limited to, poor or lack of performance of job-related duties and responsibilities, the employee's lack of adherence to organizational policies or procedures, and/or inappropriate behavior or conduct.

21.3 CORRECTIVE ACTION STALENESS

(a) 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, or substantially similar conduct reflecting the same underlying pattern or concern has occurred, during the last twelve (12) months.

(b) Exception for Serious Misconduct: Subsection (a) shall not apply to corrective action arising from conduct described in Section 21.4 (gross misconduct), or from discrimination, harassment, abusive or threatening behavior, or a violation of professional ethical obligations owed to a client or WJCNY. Such corrective action may be considered as part of the basis for termination regardless of its age, provided it remains relevant to the employee's fitness for continued employment.

21.4 GROUNDS FOR IMMEDIATE SUSPENSION PENDING INVESTIGATION

In the case of gross misconduct, the supervisor and/or Director of Labor Relations and/or the Executive Director can suspend an employee immediately, including without pay at their discretion, 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 not to have committed the alleged misconduct, or if the employee is put on a progressive discipline plan subject to Section 21.2 in lieu of termination, the employee will be reinstated with retroactive pay. If the employee is found to have committed the misconduct, they may be terminated and will not receive retroactive pay.

(a) Gross Misconduct Defined: For purposes of this Section, gross misconduct includes, without limitation:

i. Fraud, acts of violence, threats of violence, including implied threats to person or property, or other similarly egregious conduct prohibited by WJCNY policies and procedures. "Implied threats" means implied threats of physical harm through words or gestures reasonably understood to convey intent to cause harm.

ii. A romantic or sexual relationship with a current client of WJCNY, the solicitation of such a relationship, or other inappropriate behavior of a romantic or sexual nature;

iii. A violation of a professional or ethical obligation owed to a client or to WJCNY, including but not limited to obligations arising under the New York Rules of Professional Conduct, other applicable rules of professional responsibility, or WJCNY's own policies,

where the violation is serious enough to undermine a client relationship or expose WJCNY to serious legal, financial, or reputational risk;

iv. Discriminatory or harassing conduct that by itself could reasonably create a hostile work environment under applicable anti-discrimination law;

v. Abusive or threatening conduct that includes any of the following directed at person or property, including acts contemplated by WJCNY's "Zero Tolerance" policy: threats of physical harm; physical contact intended to intimidate or harm; aggressive physical acts directed at property in the presence of others (such as, but not limited to, forcefully slamming doors and throwing or striking objects using more force than is reasonable), shouting or aggressive physical posturing directed at another individual; or severe and verbal abuse targeted at another person. This provision is intended to address the conduct described above (behavior that falls well outside the bounds of a psychologically and physically safe work environment) and shall not be construed to expand the grounds for suspension beyond that or similar conduct. It is not intended to penalize people for emotionally charged disagreements or isolated, non-abusive incidents of frustration, without more. This is not intended for normal, professional workplace disagreements, discussions, or disputes that fall within professional bounds;

vi. Serious violations of health and safety directives, including but not limited to the situations contemplated in Section 9.0.

(b) 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.

(c) 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.

21.5 CONFIDENTIALITY DURING INVESTIGATIONS

The identities of witnesses involved in an internal investigation of employee wrongdoing shall be kept confidential. Nothing in this Section shall be construed to restrict the Union's ability to effectively represent affected employees or to dispute disciplinary matters through the grievance procedure under Section 22.0. Nothing in this Section shall be construed to prevent an employee from discussing the underlying facts of their own workplace experience with coworkers, a Union representative, an attorney, a government agency, or as otherwise protected under the National Labor Relations Act or applicable law.

22.0 GRIEVANCE & ARBITRATION PROCEDURE

22.1 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 remedy 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.

22.2 TIME LIMITS

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

22.3 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.

23.0 LAYOFFS

23.1 REDUCTIONS IN FORCE

In the event of financially necessary lay-offs, WJCNY will consider:

(a) Client responsibilities and other urgent work needs;

(b) The qualifications, experience, licenses, language abilities, or availability to meet those client responsibilities and other urgent work needs; and

(c) Sources of remaining funding and which positions or job duties, or partial positions or job duties, are fundable by those remaining sources. After the above considerations, lay-offs within units or job descriptions will be by seniority, based on the employee's start of employment.

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.

23.2 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 provided a position is open for which they qualify and are willing and able to perform. Employees shall be notified of any openings in the organization in this time period according to their last known address and personal e-mail address.

23.3 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, unless otherwise infeasible. Whenever possible, all affected employees shall be given more than ninety (90) days' prior written notice.

23.4 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 the PTO payout referenced in Section 16.4(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.

24.0 COMMITMENT TO JUSTICE FOR IMMIGRANT WORKERS

24.1 PURPOSE

WJCNY is committed to defending the rights of immigrant workers, including our own.

Nothing in this Section requires WJCNY to violate the law. If a change in law requires WJCNY to adopt a new policy that alters the terms or conditions of employment addressed in this Section, WJCNY shall notify and bargain with the Union over the effects of that change.

24.2 IMMIGRATION-RELATED JOB-PROTECTED LEAVE

(a) An employee may take unpaid, job-protected leave under this Section for the employee's detention by U.S. Immigration and Customs Enforcement or another immigration enforcement authority or a lapse or loss of the employee's work authorization that is pending renewal, reinstatement, or adjustment, provided the employee is taking reasonably diligent steps to resolve their status.

(b) Duration: Leave under this Section shall be available for up to twenty-six (26) weeks in a twelve-month period. The Employer and Union may, upon request, extend this period through the LMC where the twenty-six (26) week period is insufficient due to the pace of immigration proceedings outside the employee's control.

(c) Job Protection and Reinstatement: An employee returning from leave under this Section shall be reinstated to their same position, or a comparable position with equivalent pay, provided the employee returns within the leave period described and presents valid, unexpired work authorization at the time of return.

(d) Benefits Continuation: WJCNY shall continue to pay its share of the employee's health insurance premium for up to the first eight (8) weeks of leave taken under this Section, consistent with its contribution under Section 17.1. The employee shall remain responsible for their share of the premium during this period. Continuation of coverage beyond eight (8) weeks shall be subject to applicable law (including COBRA).

(e) Nothing in this section prevents WJCNY from hiring temporary or part-time employees to help fulfill work duties during this leave. Temporary or part-time employees are not subject to inclusion in the unit, pursuant to Section 5.3(b)-(d).

24.3 IMMIGRATION ENFORCEMENT SAFETY POLICY

WJCNY shall maintain a written policy governing office procedures in the event of a visit by U.S. Immigration and Customs Enforcement (ICE) or other immigration enforcement agency. The written policy will, among other things, prohibit immigration enforcement officials from entering the premises absent a valid judicial warrant. The Employer shall ensure all staff are provided a copy of the policy upon hire and are trained on its contents, and will post a copy of said policy by office entrances. The policy may be reviewed and updated by the LMC as needed, including if a change in the law would necessitate alteration of the policy. The current policy as of the date of ratification is included in Appendix E.

24.4 UNION NOTIFICATION AND PARTICIPATION IN IMMIGRATION ENFORCEMENT ACTIONS

WJCNY shall promptly notify the Union if it learns of an immigration enforcement action, investigation, or inquiry concerning a bargaining unit employee. Before taking any action affecting an employee's employment status based on an immigration-related issue, WJCNY shall notify the Union in writing and meet with the Union to discuss the matter and attempt to reach a resolution. An employee may have a Union representative present for any meeting or discussion related to their immigration status.

24.5 CONFIDENTIALITY OF IMMIGRATION STATUS

WJCNY shall not disclose an employee's immigration status, or information that could reveal it (including but not limited to country of origin, Social Security number, or visa status), to any third party, including ICE or other immigration or law enforcement agencies, except as required by law, requested by the employee, or necessary to defend WJCNY or its employees in a legal proceeding.

25.0 MANAGEMENT RIGHTS & RESPONSIBILITIES

Except as otherwise provided in this agreement, the employer retains the right to manage WJCNY and direct the workforce, including the right to hire and schedule the workforce, to plan, direct, and control operations and work plans, to lay off workers, to promulgate rules and regulations, and to maintain the efficient operation of the organization and its programs, 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 Management, 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. Employees may refer to WJCNY's "Whistleblower Policy" for more specific procedures.

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 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 6, 2026, and remain in force and effect through November 30, 2029.

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 current year's actual, 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.

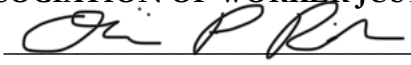
By:

Signature

Printed Name: Alaina Varvaloucas

Date: September 3, 2026

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

By: 

Signature

Printed Name: Olivia Post Rich

Date: September 3, 2026

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: HIRING EQUITY PRACTICES

Interview Committees will use the following practices to level the playing field between candidates, reduce bias in decision-making, and ensure that hired candidates share values regarding equity and justice at work.

- Using standardized interview questions;
- Documenting the basis for hiring decisions with reference to job-related qualifications and evidence gathered during the process;
- Writing job postings that avoid unnecessary requirements that may discourage qualified candidates from applying;
- Providing reasonable accommodations to candidates with disabilities throughout the application and interview process, proactively and without requiring the candidate to first request them where the need is apparent;
- Periodically reviewing where in the hiring process qualified candidates are declining to continue or are screened out, in order to identify and correct unclear or inconsistent criteria.
- Asking questions intended to confirm that candidates share our values of nondiscrimination and social justice.

APPENDIX C: STEP SCALE CRITERIA AND STEP SCALE

No pay cut for existing employees: If implementation of the new pay scale would result in a pay cut for an employee, that employee will retain their current salary instead. Additionally, any employee earning less than $75,000 per year at the time of ratification who would otherwise receive a raise of less than $1,500 under the new step scale will instead receive up to a $1,500 raise to their base salary. If WJCNY finds itself with additional funds to allocate toward employee pay, the LMC will prioritize attorneys with 10+ years of experience and/or other positions not yet at market value for civil legal services organizations.

Non-Attorney Step Scale Criteria:

Non-Attorneys, who are not Coordinators, will be placed according to the following criteria:

Relevant experience	Number of steps
Relevant work experience: similar positions Each year of relevant experience working in a substantially similar position, or year of experience working in a social justice field	+1
Full-time work experience as a low-wage or agricultural worker	Up to +2

Salary Enhancements:

Factor	One-time increase in pay
Spanish fluency, defined as an advanced skill in accordance with the mission of WJCNY and its primary client population.	+1500
Partial DOJ accreditation	+$5000
Five-year work anniversary A staff member that has worked at WJCNY consecutively for five years is eligible for a one-time $3000 salary enhancement.	+$3000

Other certifications, licenses, and degrees obtained outside of an employee's job description may also be eligible for a salary enhancement if they require a significant time commitment and provide a benefit to the organization. An employee may request that the LMC meet and confer to set a salary enhancement for such a certification, license, or degree, using the time commitment and organizational benefit associated with partial DOJ accreditation as a benchmark. A notary license is considered a requirement of employment as an attorney or paralegal.

Coordinator Step Scale Criteria:

Relevant experience	Number of steps
Relevant work experience: similar positions Each year of relevant experience working in a substantially similar position, or year of experience working in a social justice field	+1
Full-time work experience as a low-wage or agricultural worker	Up to +2

Salary Enhancements:

Factor	One-time increase in pay
Spanish fluency, defined as an advanced skill in accordance with the mission of WJCNY and its primary client population.	+1500
Partial DOJ accreditation	+$5000
Five-year work anniversary A staff member that has worked at WJCNY consecutively for five years is eligible for a one-time $3000 salary enhancement.	+$3000

Other certifications, licenses, and degrees obtained outside of an employee's job description may also be eligible for a salary enhancement if they require a significant time commitment and provide a benefit to the organization. An employee may request that the LMC meet and confer to set a salary enhancement for such a certification, license, or degree, using the time commitment and organizational benefit associated with partial DOJ accreditation as a benchmark. A notary license is considered a requirement of employment as an attorney or paralegal.

Attorney Step Scale Criteria:

Relevant experience	Number of steps
Relevant work experience as an attorney Each full year of relevant experience after law school as an attorney or similar role	+1 per year
Relevant work experience, other	Up to +2

Each full year of experience as a paralegal, legal assistant, or similar position, or year of experience working in a social justice field (not duplicative of work experience as an attorney) OR Full-time work experience as a low-wage or agricultural worker	

Salary Enhancements:

Factor	One-time increase in
Spanish fluency, defined as an advanced skill in accordance with the mission of WJCNY and its primary client population.	+$1500
Five-year work anniversary A staff member that has worked at WJCNY consecutively for five years is eligible for a one-time $3000 salary enhancement.	+$3000
Senior status	+$3000
Supervisory role, officially assigned by management	+$4500

Other certifications, licenses, and degrees obtained outside of an employee's job description may also be eligible for a salary enhancement if they require a significant time commitment and provide a benefit to the organization. An employee may request that the LMC meet and confer to set a salary enhancement for such a certification, license, or degree, using the time commitment and organizational benefit associated with partial DOJ accreditation as a benchmark. A notary license is considered a requirement of employment as an attorney or paralegal.

Step Scale

Annual increase: Each employee shall receive an annual increase of $2000 on their work anniversary date regardless of their level on the step scale.

Non-Attorney

Base range: $57,500-$68,500, plus salary enhancements such as Spanish fluency.

Steps 0-5	$57,500
Steps 6-9	$62,000

Steps 10+	$68,500

Coordinator

Base range: $65,000-$73,500, plus salary enhancements such as Spanish fluency

Steps 0-5	$65,000
Steps 6-9	$69,500
Steps 10+	$73,500

Attorney

Base range: $80,000-$92,000, plus salary enhancements such as Spanish fluency

Steps 0-2	$80,000
Steps 3-4	$82,000
Steps 5-9	$87,000
Steps 10+	$92,000

APPENDIX D: SENIOR ATTORNEY RESPONSIBILITIES

These duties can be modifiable in LMC meetings.

Senior Attorney:

A senior attorney will have the following responsibilities in addition to their regular responsibilities as a Staff Attorney, all subject to and within direction of management:

- Serve as lead counsel for cases that are more novel, complex, and/or high-stakes
- Represent the organization to co-counsel, government agencies, and community partners in complex and high-stakes matters
- Serve as a subject-matter resource and consultant for other attorneys, paralegals, and staff
- Assist in developing internal procedures and templates
- Mentor newer attorneys, paralegals, and/or interns

Additionally, the Senior Attorney will engage in at least one of the following:

- Participate in strategic planning for the organization's litigation priorities and program direction
- Develop and lead internal and external trainings
- Represent the organization in external advocacy efforts

Supervising Attorney:

The role of Supervising Attorney is to be posted by management at their discretion if it is sensible given the current structure of the legal team and management's need for supervisory assistance. Contours of the role will depend on current legal team structure and needs and will be subject to and within direction of management, but may include things like:

- Serving as an intermediary supervisor to legal team staff and a liaison between staff and managers
- Monitoring caseload distribution across staff attorneys and paralegals to help ensure balanced workloads
- Reviewing work product

A bargaining unit supervising attorney will NOT have:

- Authority to hire, fire, or discipline
- Authority to approve or deny leave, PTO, or scheduling requests
- Authority to conduct formal performance evaluations

APPENDIX E: IMMIGRATION/LAW ENFORCEMENT SAFETY POLICY

Uninvited Visits from ICE/Law Enforcement
It is the policy of WJCNY to ensure that our clients are safe and protected when they use our facilities and services. WJCNY will take steps to the greatest extent possible under the law to protect our clients and their information. It is the policy of WJCNY not to allow agents or employees of U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Protection (CBP) access to our facilities, records or information unless this is required by law or a valid judicial warrant. The same policies and procedures apply to police officers who may act with ICE.

PROCEDURES

If any agent(s) or employees from ICE or other forms of law enforcement should attempt to enter WJCNY's buildings uninvited, staff will follow this protocol:

1. First, confirm the agent is legitimate by asking which agency or office they represent and asking to see their law enforcement ID. Let the agent(s) know that you do not have the authority to open the door and allow them in and will contact the appropriate authority. Call either the Executive Director or Legal Director. Do not open the door, even to talk, as that may be seen as consent. Only the Executive Director and Legal Director have the authority to authorize entry. If you feel comfortable, you can step outside the door if hearing is difficult.
2. WJCNY offices qualify as a "protected area", and they do not have consent to enter the building unless they have a valid judicial warrant.
3. If they claim to have a warrant or subpoena, ask them to present it through the glass door or side window and take a photo to send to Alaina or Maureen for verification (see examples).
4. If agent(s) do not have a warrant you can say, "I do not have authority to answer questions, please leave your contact information".
5. Staff should be aware of common ICE statements to gain access without a warrant, such as, "We are investigating a crime. Can you help us identify this person?" and "Is [name] here? We just need them to step outside to talk to them." They may also be wearing plain clothes.
6. Staff may advise clients that they have the right to remain silent, but should not direct clients not to answer questions. Staff should not assist clients in escaping or hiding.
7. Staff should not answer questions posed by agents without consulting an attorney. In particular, staff should not answer questions about whether a particular person (client or staff) is currently in the facility, but instead state that they are not authorized to answer questions.
8. Staff should document the name/contact information of the ICE agents seeking access to the facility. This can be done by asking for a business card, or name and badge number.
9. Staff may record any interactions with the agents, but they must announce that they are doing so. Staff should remain at a reasonable distance from such incidents so as not to interfere.
10. Staff and clients should know (or be informed) that if they are engaged in questioning by immigration agents, they may exercise their right to remain silent and can ask the agents if they are free to go. If the agent says yes, they are free to leave. If the agent says the person is not free to go, they should explain that they would like the opportunity to consult with an attorney and otherwise remain silent.
11. If ICE agents enter the building with a judicial warrant verified by the Executive or Legal Director, please report the following after the visit:

INFORMATION TO BE COLLECTED BY EMPLOYEES AFTER AN ICE ENFORCEMENT ACTION

- Date of enforcement action? Time action began and ended? Describe the enforcement action:
- How many agents?

- What agency conducted the action (i.e., ICE, local police or state police)?
- Names and/or badge numbers of the agents:
- How did their uniforms identify them?
- Why did they say they were there?
- Did you ask to see a warrant?
- Did the agents present a warrant?
- If not, did you deny them consent to enter? What did you say?
- How did they react if you denied them consent to enter?
- If the agents presented a warrant, who reviewed the document?
- How did the agents react if you denied them consent to enter based on an administrative warrant?
- Did the agents present a judicial warrant, signed by a judge?
- If so, please describe the warrant:
    - What was the date of the warrant?
    - What items or persons were the subjects of the search?
    - What areas were identified to be searched?
    - Which judge signed the warrant?
- Did you allow the agents entry based on a judicial warrant verified by Alaina or Maureen?
- If so, did you or another staff member accompany them on their search? Who?
- Did the agents stay within the areas they were authorized to search by the warrant? If not, what other areas did they enter? Did they look in closed closets, cabinets, or drawers? Did they ask permission first?
- Did they keep anyone from moving around freely? Who?
- Did they arrest anyone? Who?
- Did they seize any items? What?
- Did they take pictures of documents? If so, whose? How did they get the documents?
- Did the agents yell at anyone? Who? Why? Which agents (if known)?
- Did the agents have guns drawn or were they touching their weapons?