

TLDEF Contract

2023-2025

**Collective Bargaining Agreement between
The Association of Legal Aid Attorneys –
UAW Local 2325 and Transgender Legal
Defense and Education Fund**

PREAMBLE

This Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into between **Transgender Legal Defense and Education Fund** (“Employer” or “TLDEF”) and the **Association of Legal Aid Attorneys, UAW Local 2325 (AFL-CIO)** (“Union” or “ALAA”) (collectively, “Parties”), to document the Parties’ mutual agreements regarding the employment terms and conditions of TLDEF staff in the recognized collective bargaining unit.

ARTICLE 1

1.1 Union Recognition

In accordance with the Certification of Facilitator issued by the Arbitrator on November 10, 2021, Transgender Legal Defense and Education Fund hereinafter (“Employer” or “TLDEF”) recognizes the Association of Legal Aid Attorneys, UAW Local 2325 (AFL-CIO) (“Union” or “ALAA”) as the exclusive collective bargaining representative of the TLDEF Bargaining Unit defined as follows:

all full-time and regular part-time employees employed by the Employer. This currently includes the Staff Attorneys, Senior Staff Attorney, Senior Counsel, Paralegal, Associates, Fellows, and Major Gifts Officer, **and excludes** the Executive Director, Legal Director, Program Manager, Executive Assistant, Operations Manager, Director of Development, Director of Communications, and all supervisors, managers and confidential employees as defined in the National Labor Relations Act.

For purposes of the above Bargaining Unit definition, interns and temporary personnel are not “full-time and regular part-time employees” of TLDEF, and any persons engaged by TLDEF as independent contractors are non-employees. The term “Employee” when used in this Agreement means an employee in the above defined Bargaining Unit unless otherwise specified.

1.2 Union Membership

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

1.3 Union Security and Checkoff of Dues and Fees

All employees, whether newly-hired, rehired, or returned to the Bargaining Unit, must as a condition of employment, within thirty (30) days of hire, pay the current dues and initiation fees or, where applicable, current service fees to the Union, and any interest charges that may be set by the Union for late payment of dues or service fees. Upon the Union's written request, the Employer will terminate from employment any employee who fails to pay such dues, fees, or interest, after the Union has given at least ten (10) business days written notice, by certified mail to the delinquent employee (using the most current address on file) and to Employer. Any Bargaining Unit Member may voluntarily authorize the Employer to deduct from their paycheck(s) and forward to the Union all dues, initiation fees, credit union, political action, other assessments and/or agency fees. Such authorization will be effective until revoked, in writing, by the signer thereof.

The provisions of *Section 1.3* will be interpreted and applied in accordance with, and to the extent consistent with, applicable federal and state law. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability excluding the Employer's attorneys' fees that shall arise out of or by reason of action taken by the Employer in complying with these provisions.

1.4 Term

This Agreement will be effective as of March 8, 2023 ("Ratification Date"), and will continue in full force and effect until December 31, 2025 (the "Expiration Date").

1.5 Union Activities

The Union will have reasonable use of TLDEF meeting space and means of communications, upon reasonable prior notice to and approval from Employer, subject to the demands of the practice. Employer recognizes the right of the Union to designate Union representatives pursuant to Union by-laws, who shall be permitted to devote reasonable periods of time during normal working hours to administer this Agreement and present any grievance pursuant to the process set forth herein.

1.5.1 Paid Release Time

Employer will provide four (4) total days paid release time annually, to all designated employee Union representatives in the aggregate, for delegate training and for other Union functions and training activities; subject always to such Union representatives otherwise adequately performing their jobs. Such time off shall be granted to a Union representative upon request made to his or her immediate supervisor, such request to include a reasonable estimation of the amount of time such activity shall take, but only after consideration of such Union representative's job responsibilities. Upon such consideration and grant of time off, the Union representative will suffer no loss of pay.

1.5.2 Union Meetings

The Employer will grant each union member one (1) hour of release time monthly for union meetings. The Union will provide the Employer reasonable advance notice of its scheduled monthly meetings and will aim to schedule meetings so as minimize work disruption (e.g., at the beginning of the normal 10:00AM - 6:00PM workday, during lunch time, or toward the end of the normal workday).

1.6 Presence of Union Representatives

Employees may exercise their right to the presence of a Union representative, whenever practicable a representative of their choice, during any discussion with managers concerning disciplinary action.

1.7 Joint Union-Management Committees

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

1.8 Grievances

A grievance is defined as a claimed violation, misinterpretation, or misapplication of any provision of this Agreement. Except as otherwise provided herein, the following grievance procedure will apply to all disputes:

1.8.1 Initiation

Grievances must be filed in writing with the Employer within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days from when the event, with reasonable diligence, should have become known. The written statement must be sufficient to give notice that the matter is being grieved and should clearly articulate the issue(s) grieved, the relevant contract provision(s), and the relief sought.

1.8.2 Time Limits

Once a grievance is filed, each subsequent step in the grievance process must be completed or initiated, as appropriate, within ten (10) business days of the preceding event, except as extended by the parties' mutual agreement, which shall not be unreasonably withheld. If the Union fails to file within the allotted time, the grievance will be deemed resolved by the Employer's most recent position. If Employer fails to respond within the allotted time, the grievance will be deemed denied as of the date of the response deadline and the Union may move the grievance to the next level.

1.8.3 Due Process. No employee will be discharged until completion of the First Step grievance process, until the grievance has been resolved by operation of time limits, or until the employee has given written notice that they do not intend to file a grievance with respect to a proposed termination. The foregoing does not prevent Employer from placing

an employee on paid or unpaid suspension pending resolution of the First Step grievance. A proposal to suspend or discharge an employee must be made in a written notice of charges provided simultaneously to the employee and the Union's President or other designated representative. Notice of charges may be amended or supplemented at any subsequent time, with the understanding that such changes may require an extension of time limits for further investigation.

1.8.4 First Step – Immediate Supervisor

The First Step grievance discussion will generally be with the immediate supervisor. If the action being grieved is discipline or termination taken in the name of a higher-level supervisor, the First Step grievance discussion will be with that person. The parties will seek resolution through discussion among the aggrieved employee, their Union representative, or, in the appropriate case, the Union as the aggrieved party, and the aggrieved's immediate supervisor, who will issue a written decision within ten (10) business days of the First Step meeting.

1.8.5 Second Step – Deputy Executive Director

If the grievance is not settled in the First Step, the Union may file a written appeal to Deputy Executive Director within ten (10) business days of the deadline for the First Step written response. Following a meeting among the interested parties, including those representatives designated by the Employer and the Union, the Deputy Executive Director will issue a written decision within ten (10) business days of the Second Step meeting.

1.8.6 Third Step – Executive Director

If the grievance is not settled in the Second Step, the Union may file a written appeal to the Executive Director within ten (10) business days of the deadline for the Second Step written response. Following a meeting among the interested parties, including those representatives designated by the Employer and the Union, the Executive Director will issue a written decision within ten (10) business days of the Third Step meeting.

1.8.7 Fourth Step – Arbitration

If the grievance is not settled in the Third Step, the Union may give written notice of arbitration to the Executive Director within sixty (60) business days of the deadline for the Third Step written response. The parties will meet promptly to discuss the possibility of mediation or other pre-arbitration resolution. If the parties are unable to agree on a mediator or arbitrator within an additional ten (10) calendar days of such notice, the matter will be submitted to arbitration under American Arbitration Association rules, in the event of discharge on an expedited basis. The arbitrator's award will be final and binding on all parties. The arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement, and shall have no power to impose any

new agreement or any renewal or extension of this Agreement. The Union and Employer will share equally in the arbitrator's fees and expenses.

1.8.8 Exclusive Remedy

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

1.9 Definition of Positions

- a) *Intern* – An intern is a temporary non-Bargaining Unit employee receiving educational credit or currently enrolled in an educational institution.
- b) *Independent Contractor* – An independent contractor is a non-employee hired on a project basis to fill a specific and temporary need.
- c) *Temporary Employee* – A temporary employee is a non-Bargaining Unit worker hired to fill-in for a bargaining unit member's leave or for a specific short-term project or grant. Temporary employees shall not be employed for longer than nine (9) months. TLDEF shall not hire new temporary employees for the same role to extend the temporary nature of a position beyond nine (9) months.

The hiring of an intern, independent contractor, or temporary employee shall not lead to termination or lay-off of a bargaining unit employee or the elimination of a bargaining unit position. The above positions, either in concert, or alone will not be used to substitute for permanent tasks that would otherwise be assigned to the bargaining unit.

1.10 Management Rights

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer's exercise of or failure to exercise any management right, prerogative, or function in any given circumstances shall not be deemed a waiver, limitation, or modification of the Employer's management rights and prerogatives.

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, restructure, or otherwise, of either party.

1.11 Policies

All existing TLDEF policies will continue to apply and be enforceable to the extent they are not inconsistent with this Agreement and the Employee Manual, and any existing policies are incorporated into this Agreement by reference herein. In the event TLDEF promulgates a new policy, TLDEF will provide the Union with fourteen (14) days' notice and an opportunity to

comment prior to implementation. During emergency situations (i.e., Acts of God, flooding, fires, plagues, pandemics, other crises, etc.), Management reserves the right to request a quicker turn-around time between notice to the Union and implementation, to the extent that it is reasonable and feasible.

1.12 No Strike, No Lockout

Neither the Union nor any employee shall induce, engage in, or condone any strike (including but not limited to economic strikes, unfair labor practice strikes, and sympathy strikes), slowdown, or work stoppage during the term of this Agreement. TLDEF shall not lock out its employees during the term of this Agreement.

1.13 Intellectual Property

All work created on work time, using work resources, or produced as a result of an assignment by TLDEF, during a staff member's employment is property of TLDEF. Employees are prohibited from hiding, concealing, or deleting work products, emails, and other communications without explicit approval of their supervisor.

Any and all attorneys' fees and expenses recovered in litigation or legal settlements in TLDEF's cases shall be awarded to TLDEF. Employees may be required to execute an assignment of rights to attorneys' fees and expenses.

1.14 Miscellaneous

In the event that any provision of this Collective Bargaining Agreement (CBA) shall at any time be declared invalid, or its application be prohibited or limited, by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not invalidated or prevented from application shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such invalidation.

This Collective Bargaining Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union and finally determines all matters of collective bargaining for its term. Any changes to this CBA must be reduced to writing and executed by both the Employer and the Union to be effective.

ARTICLE 2

2.1 Salary Schedule

The Basic Salary Schedules set forth in *Appendix A* will apply to all employees and be effective as of July 1, 2022. Within thirty (30) days of ratification, Employer will increase the salary of each employee in active status at that time in accordance with the levels specified in the Appendix.

2.2 Salary Reopener

If Employer receives an increase of funds under an existing contract or from a funder or governmental entity where such funds are earmarked for salary increases, Employer and the Union will reopen contract negotiations regarding the Basic Salary Schedule, for the purpose of discussing increases in salaries.

If Employer receives an increase of funds under an existing contract or from a funder or governmental entity where such funds are earmarked for a specific cost of living adjustment (COLA), Employer will implement such mandatory COLA or pay parity, upon providing notice to the Union, without the need for reopening contract negotiations.

All other provisions of the contract will remain in full force and effect throughout any reopener.

2.3 Individual Placement on Salary Schedule

2.3.1 Step Placement

Attorneys hired by Employer will be placed into the Basic Salary Schedule by the TLDEF hiring manager. Step Placement for attorneys will be based upon Law School year of graduation, provided that the employee has conducted legal work for at least 75% of each qualifying year. Non-attorneys will receive one (1) year of credit for every year of relevant work performed, provided that the non-attorney can demonstrate that they have done relevant work for at least 75% of each qualifying year.

2.3.2 Anniversary Date

The anniversary date that will be used for advancement to the next level on the Basic Salary Schedule will be the date of hire for all classifications. Each year on their anniversary, employees will move to the next level of the salary schedule.

2.3.3 Senior Status

Non-attorneys will be deemed “senior” after three (3) years of employment at TLDEF. Attorneys will be deemed “senior staff attorney” after six (6) years of practice as an attorney and “senior counsel” after twelve (12) years of practice.

2.4 Name Change Support

TLDEF will reimburse employees for costs incurred while changing their legal name. This benefit is only available for employees who change their name during their employment and completed their probationary period. Funds will cover filing fees and publication, if required by state, up to \$500. Expenses must be submitted to the designated Human Resources representative within 120 days of approved name change.

For employees requiring legal assistance with their name change, TLDEF will attempt to place them with *pro bono* counsel.

2.5 Flexible Time & Overtime

2.5.1 Flexible Hours

Exempt employees who work additional hours outside of forty (40) hours per week, may adjust their schedule accordingly to come in late, leave early, or take a day off provided they are meeting their institutional assignments and client responsibilities. For the purposes of work continuity and planning, any requested changes to an agreed upon schedule must be made to the supervisor with as much advance notice as possible. Where an exempt employee works for more than four (4) hours after 6:00PM or performs work on a weekend, they will earn one comp day.

2.5.2 Overtime

Non-exempt employees will be paid at the rate of time and a half after forty (40) hours worked per week. Working overtime is never at the non-exempt employee's discretion. All non-exempt employees must obtain advance approval from their supervisor prior to working overtime.

Every non-exempt employee must accurately record their time worked, including the time they begin and end their work as well as the beginning and ending time of any meal break, wellness hours, or departure from work for personal reasons. Altering, falsifying, tampering with time records, or recording time on another employee's time record is prohibited.

All current and future positions designated as "Professional Support" in the Basic Salary Scale will be considered non-exempt.

The parties will bargain over the placement of a new position as exempt or non-exempt, to the extent permitted by law. The Union agrees to waive any claim to retroactive pay for misclassification contingent on acceptance of this provision.

2.5.3 Wellness Time

Each Employee will receive eight (8) hours of wellness time per week. An Employee may choose to use wellness time either to take one (1) full workday off each week or spread eight (8) hours throughout the week, provided that wellness time does not conflict with TLDEF's core operating activities, including external meetings or presentations and scheduled monthly All staff meetings. Wellness time is intended to be taken on a standing schedule communicated to a staff person's supervisor. For the purposes of work continuity and planning, any requested changes to an agreed upon schedule must be made to the supervisor at least one week in advance.

Wellness hours cannot be banked or saved beyond the week they are awarded, and do not count towards the employee's annual paid time off (PTO) accrual. Wellness hours may not be used during a week that a holiday or office closure is observed.

2.6 Regular Work Hours

TLDEF's regular work hours are in Eastern Time Zone only unless otherwise approved by the Executive Director. TLDEF's regular workday begins between the hours of 8:00AM and 10:00AM and ends between the hours of 4:00PM and 6:00PM. If an employee begins work at 8:00AM, their regular workday would end at 4:00PM; if they begin work at 10:00AM, their regular workday would end at 6:00PM. Employees are required to work with the head of their Department to develop a standing work schedule indicating start, end, and break times. Any changes to the agreed upon schedule must be submitted for approval by the employee at least one (1) week in advance to the head of their Department. Such approval shall not be reasonably withheld.

2.7 Arrival Time; Grace Period

There shall be a minimum grace period of fifteen (15) minutes per day for either arrival in the office or logging into the specified online platform for employees who work remotely. Extension of such grace period shall be allowed at the discretion of the Employee's supervisor. Employees understand the grace period is not a reduction of the work week.

2.8 Health Insurance

2.8.1 Administration

Employee health benefits will be administered by TLDEF. All benefit plans referenced in this Agreement are subject to the provisions of their formal Plan Document(s), which include any relevant insurance contracts. Each employee shall receive the relevant summary plan description(s) (SPD) providing information concerning terms, costs, administration, and application of such benefits as is provided for under the plan or required by law. Any additional, relevant information available to TLDEF that is required for an employee to challenge any decision by the insurer, will be provided at the employee's request. In the event of any difference between the Plan Document(s) and any benefits summary or description in an SPD or this Agreement, the terms of the Plan Document(s) will govern.

2.8.2 Changes

TLDEF will maintain substantially similar quality and quantity of health benefits throughout the term of the Agreement.

2.8.3 Qualification

Full-time employees and their families are eligible for health insurance, dental insurance, and vision insurance coverage on the first day of full-time employment. An employee in a marriage, civil union, or attested domestic partnership is eligible for spousal health insurance coverage and their families are eligible for medical coverage on the first day of full-time employment. Employees are entitled to waive this benefit by submitting a written attestation to TLDEF.

2.8.4 Dependents

TLDEF will provide health insurance, dental insurance, and vision insurance coverage to an eligible spouse of a participating full-time employee in a qualifying relationship listed in 2.8.3 *Qualification*. The Employee must provide reasonable proof of a qualifying relationship that may include but is not limited to a copy of a civil union or marriage license or a written and signed attestation of their relationship with a named domestic partner.

2.8.5 Dental and Vision

TLDEF will provide dental and vision insurance, maintaining a substantially similar quality and quantity of benefits to all employees and dependents, under the same eligibility requirements for healthcare as set forth above.

2.8.6 Cost

TLDEF will pay 100% of the full-time employee's premiums for health, dental, and vision insurance coverage. Employees with spouses on the health, dental, and vision coverage will pay 30% of the difference in cost of the insurance premiums between single employee coverage and Employee + Spouse coverage. Employees with dependents on the health, dental, and vision coverage will pay 50% of the difference in cost of the insurance premiums between single employee coverage and Employee + Child(ren) and Employee + Family coverage.

2.8.7 Gender Affirmation Pool

Effective January 1, 2022, TLDEF will provide a pool of resources to be used for gender affirming care for which an Employee has exhausted all other avenues for obtaining coverage. This includes but is not limited to: procedures denied by health insurance after appeal, out-of-network deductible costs incurred, or the balance bill owed from out-of-network costs.

The Employee is eligible to receive up to \$25,000 in total lifetime support. The Employee may either use a partial amount or full amount based on their personal need and remaining funds for a given year.

The Employee must submit a formal request to TLDEF's designated Human Resources Representative with a self-attestation regarding the need for care and include all appropriate documentation that demonstrates all other avenues for obtaining coverage were exhausted. Requested documentation may include copies of insurance denial letters, appeal letters, etc.

TLDEF will annually maintain a fund not to exceed \$75,000 to cover gender affirming medical care expenses not covered by insurance. The fund will replenish on an annual basis. If multiple employees request support at any given time, TLDEF will prioritize individuals on a first-come first-serve basis. In the event that requests exceed the annual fund in a given year, TLDEF will maintain a waitlist for the following year in the order the requests were received.

2.8.7.1 Eligibility

Employees are eligible to access funds at the beginning of their employment with TLDEF.

2.8.7.2 Navigator

TLDEF will ensure access to a trans-competent healthcare navigator, selected jointly by the Union and TLDEF, to assist staff in accessing gender affirming procedures and avenues for coverage. Until the Navigator has been hired, any TLDEF Trans Health Project (THP) staff who assist Employees with the appeals process in the interim are eligible to receive Specialist Pay under Article 3.10.1 *Specialist Work*.

2.8.8 Travel Expenses

TLDEF will contribute to the cost of out-of-pocket and travel expenses required for transgender-related healthcare costs for employees or their dependents who live in states where such care has been made illegal or difficult to obtain. Reimbursement for these costs will be made for up to \$500 and will be obtained by submitting request and receipt to the designated Human Resources representative.

2.8.9 Reproductive Justice

TLDEF will contribute up to \$500 to the cost of out-of-pocket abortion and reproductive health care services to the extent not covered by insurance. Additionally, TLDEF will contribute up to \$500 to the cost of travel for employees who live in states where such care has been made illegal or difficult to obtain. Reimbursement for these costs will be obtained by submitting request and receipt to the designated Human Resources representative.

2.9 Retirement Benefits

TLDEF will maintain a 401(k) plan. All benefit plans referenced in this Agreement are subject to the provisions of their formal Plan Document(s), which include any relevant insurance contracts. All full-time employees and part-time employees are eligible to participate in the plan upon employment at TLDEF. TLDEF will contribute a non-elective contribution of 3.5% of the participating employee's qualifying salary in accordance with the Plan's provisions. TLDEF's non-elective contribution shall vest immediately. Participating employees' voluntary contributions will vest immediately. In the event of any difference between the Plan Document(s) and any benefits summary or description in an SPD or this Agreement, the terms of the Plan Document(s) will govern.

2.10 Paid Time Off

2.10.1 Vacation

Full-time employees will receive twenty (20) days of vacation annually, which will accrue beginning the first day of hire. Part-time employees will accrue on a pro rata basis.

2.10.2 Rollover

Each employee may rollover up to five (5) vacation days annually, which shall expire on June 30 of the following year. Employees with rollover vacation days must use those days prior to using vacation days accrued in the current calendar year.

2.10.3 Payout

Upon resignation or termination with appropriate notice (except for employees terminated with just cause for theft), an employee will be paid out the balance of up to (2) two weeks of their unused and accrued vacation, excluding floating holidays and vacation rollover days, which are not paid out. Any employee terminated for just cause or failing to provide written notice of resignation as detailed in *2.10.3.1 Separation* or termination shall forfeit payout of any unused and accrued vacation.

2.10.3.1 Separation

Employees are required to give TLDEF sufficient written notice of their voluntary resignation. A minimum of two (2) weeks' notice is considered sufficient. If an employee provides less than the required notice, any accrued, unused vacation time will be forfeited; in this event, employees must be told this in writing.

If employees qualify for a pay-out of their accrued unused vacation time, pay-out will be processed and paid after their final day, pending submission of any timesheets and the return of all TLDEF property. When employees leave TLDEF, they will receive their final paycheck accounting for final days worked according to TLDEF's regular payroll schedule.

Employees who receive health benefits will continue to receive those benefits until the end of the month of their effective exit date. For example, if an employee's last day is June 23, their benefits will be effective until June 30.

ARTICLE 3

3.1 Fair Employment Policy

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

3.2 Hiring

Consistent with the goals and procedures discussed above ("Fair Employment Practices"), for each open position, to ensure employee participation in regard to Bargaining Unit and Management hiring, TLDEF will appoint at least one (1) representative to participate and provide input in the hiring process, including participation in interviews. The ultimate hiring decision remains with TLDEF.

3.3 Employment Status

3.3.1 Probationary Period

During the first three (3) months of employment, the employment relationship will be considered probationary and may be terminated upon one (1) month's notice with a statement of the reason for termination with recourse to the grievance procedure but not to subsequent arbitration.

3.3.2 Bar Examination

A law school graduate will not be discharged solely for a first failure to pass the bar examination. TLDEF will provide one (1) month paid time off for those taking the bar for a second time. In the event a law graduate fails to pass the bar examination upon the second attempt, they will be transferred to an existing and open bargaining unit non-attorney position. The vacant non-attorney position must be one that the law school graduate meets the list of qualifications for as outlined in the job description.

If the law school graduate is successful in passing the bar examination on a third attempt, upon admission to the bar, they will have recall rights to the job from which they were terminated for one (1) year following their date of termination, subject to hiring needs. Staff Attorneys who are rehired after passing the bar examination following termination after two bar failures will be given service credit for each month actually worked as a law school graduate prior to termination.

3.3.3 Bar Registration and Attorney Licensure

TLDEF will reimburse employees for their biannual bar registration fee. Attorneys must maintain their bar registration as required for their work. Where an attorney is not able to maintain their registration, they will be transferred to a vacant non-attorney position and will have re-call rights to the job from which they were terminated within (1) year following their date of transfer, provided they regain their bar status. The vacant non-attorney position must be one that the attorney meets the list of qualifications for as outlined in the job description.

3.4 Discharge and Discipline

3.4.1 Just Cause

A post-probationary employee may be disciplined or terminated only for “just cause,” with recourse to the grievance and arbitration procedures.

3.4.2 Progressive Discipline

Except in the case of gross misconduct, such as theft or fraud, discipline will be progressive. Progressive discipline is intended to afford all employees the opportunity to learn from mistakes and gain a better understanding of the conduct expected of them at the workplace. Progressive discipline may be instituted only for just cause. To foster a fair process for managing discipline, the following steps of action are outlined in a progressive disciplinary system:

1. *Education* – TLDEF will advise the employee of prohibited actions and the consequences of such actions.
2. *Inquiry* – TLDEF will conduct a fair, objective, and timely inquiry into the issue to see if there is sufficient evidence that intervention is needed before action is taken.
3. *Issuing Decision* – TLDEF will assess the merits of each case on an individual basis and issue decision with reason and fairness. TLDEF may include in its evaluation the seriousness of the issue; circumstances of the issue; employee years of service; disciplinary history; job performance; and other relevant factors.

The steps of progressive discipline include:

1. Oral reprimand
2. Oral reprimand with notation to personnel file
3. Written warning
4. Performance improvement plan
5. Termination

Intermediate steps, including suspension, may be taken where appropriate.

3.5 Leave

3.5.1 Sick and Safe Time

Each employee will accrue 96 hours of sick and safe time per year. No employee may accrue more than 120 hours of sick time. Employees are not paid for earned but unused sick days upon leaving TLDEF.

Sick days may be taken for: the illness of an employee; illness of a member of the employee's immediate family for whom the employee is the primary caregiver; medical appointments; for a "mental health" or healing day for the employee; or for "safe time", time taken to enact safety measures or respond when the employee or a member of their family may be the survivor of interpersonal violence, a family safety matter, sexual violence, or stalking.

When taking a sick day, staff should inform their supervisor as early as possible, but preferably no later than ½ hour before their scheduled start time. Employees whose need for sick time extends beyond one day must advise their supervisor of their expected day of return. For sick leave, employees may be required to provide a doctor's note for absences of three days or more upon request, but it is not necessary to include the nature of the health issue.

3.5.2 Holidays

Employees will receive the paid holidays of New Year's Day, Martin Luther King, Jr. Day, International Workers' Day (May 1), Memorial Day, Juneteenth, LGBTQ+ Pride (Monday preceding New York City Pride), Independence Day (July 4), Labor Day, Indigenous Peoples' Day, Trans Day of Resilience (November 20), Fall Break (the Fourth Thursday and Fourth Friday in November), and Winter Break (December 24 – January 1), as well as three (3) additional "floating" holidays, determined by the employee and scheduled as approved by TLDEF.

3.5.2.1 Holiday Pay

If an Employee, at the request or requirement of a TLDEF supervisor or other manager or executive, does a regular day's work on any of the TLDEF observed

holidays listed in Section 3.5.2 *Holidays*, above, the Employee will be granted one and a half floating holidays to use without loss of pay on a subsequent workday, which is to be scheduled subject to team and supervisor approval.

3.5.2.2 Floating Holidays

In addition to annual vacation, each employee shall receive three (3) floating holidays each calendar year that can be taken during that calendar year. The floating holidays shall not accrue or carry over to the next calendar year and must be approved by the employee's supervisor.

3.5.3 Medical Leave

TLDEF will provide up to twelve (12) weeks of paid family and medical leave during a 12-month period. Family and medical leave may be granted to full-time employees who meet the criteria detailed below. An eligible employee will receive 100% of their salary or regular wages and other employee benefits outlined below during their leave.

For qualifying events involving the employee, TLDEF's family and medical leave can be used in place of short-term disability. In cases where short-term disability is appropriate, the employee is not eligible to receive both benefits simultaneously.

3.5.3.1 Eligibility

The employee is required to submit to the HR representative:

1. A written statement containing a brief description of the need for leave and the expected duration of the leave; and
2. A written statement from a licensed health provider certifying the serious health condition of the employee and the estimated amount of time needed for leave within fifteen (15) days of the request or provide a reasonable explanation for the delay. The same condition applies to an employee requesting similar leave for events that involve a spouse or partner, child, parent, or sibling.

The employee notifies the HR representative of the need for family and medical leave as indicated by one of the three following events:

- When the need for leave is foreseeable, the employee must provide TLDEF with at least thirty (30) days' notice.
- When an employee becomes aware of a need for leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.

- When the need for leave is not foreseeable, the employee must comply with TLDEF's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. The employee should notify TLDEF as soon as the need for leave becomes apparent.

Upon receipt of the employee's request for leave with all required written statements, the designated Human Resources representative will complete and provide a written response to the request within seven (7) business days. Failure to provide both written statements from both the Employee and a licensed health provider may result in a denial of leave.

3.5.3.2 Types of Leave Covered

To qualify as family and medical leave under this policy, paid leave must be for one of the reasons listed below:

1. The serious health condition of the employee;
2. To care for a spouse, child, or parent with a serious health condition.

A serious health condition is defined as a condition that would otherwise qualify the employee for short-term disability under the policy.

This policy also covers illnesses of a serious and long-term nature, resulting in recurring or extended absences. A chronic or long-term health condition is one that would result in a period of three (3) consecutive days unable to work with the first visit to a healthcare provider and a second visit within thirty (30) days since the first occurrence would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

3.5.3.3 Amount of Leave

An eligible employee can take up to twelve (12) weeks for family and medical leave during any 12-month period. TLDEF will measure the twelve-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes medical leave, TLDEF will compute the amount of leave the employee has taken under this policy in the last 12-month period and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

3.5.3.4 Employee Status and Benefits During Leave

TLDEF will continue to provide all existing benefits while an employee is on leave, up to a maximum of twelve (12) weeks. All relevant deductions from an employee's salary and wages will continue for the duration of leave up to a maximum of twelve (12) weeks.

TLDEF may require an employee on leave to report periodically on the employee's intent to return to work. The schedule for these status reports will be created with the employee and agreed to prior to their leave.

Paid time off will not accrue during leave. Office holidays, bereavement leave, and other types of paid leave will not be granted during the leave. Failure to return at the expiration of authorized leave will be considered just cause for termination.

3.5.3.5 Employee Status After Leave

An employee who takes family or medical leave will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. A written statement from a medical provider attesting the staff person's ability to safely return to work is required for TLDEF to reinstate the employee.

3.5.3.6 Extension

If an employee seeks to extend their medical leave, the employee may apply their sick or vacation leave towards this or take short-term disability, New York State Paid Family Leave, or Long-Term Disability. Such an extension must be submitted in writing to TLDEF prior to going on medical leave.

3.5.4 Bereavement Leave

Full- and part-time employees who suffer a death in their family are eligible for seven (7) days off with pay per incident. A "family member" is defined as either an immediate family member or a person with whom the employee shared an emotional commitment and relationship comparable to that typically shared with immediate family members.

3.5.4.1 Extension

If an employee seeks to extend their bereavement leave, the employee may apply their vacation leave for the purposes of bereavement. Such an extension must be submitted in writing to TLDEF prior to going on bereavement leave.

3.5.5 Parental Leave

TLDEF will provide up to twelve (12) weeks of paid parental leave. Employees may use the paid parental leave at any point within twelve (12) months following the triggering event (birth, adoption, foster placement). Parental leave may be granted to full-time

employees who meet the criteria detailed below. An eligible employee will receive 100% of their salary or regular wages and other employee benefits outlined below during their leave.

For qualifying events involving the employee, TLDEF's parental leave can be used in place of short-term disability. In cases where short-term disability is appropriate, the employee is not eligible to receive both benefits simultaneously.

3.5.5.1 Eligibility

Any employee who is the parent of a newborn, newly-adopted child/children, or foster child/children who resides with the employee more than fifty (50) percent of the time may take up to twelve (12) weeks of paid parental leave in order to care for and establish a relationship with the child/children.

The employee is required to submit to the designated Human Resources representative:

- A written statement containing a brief description of the need for leave and the expected duration of the leave

The employee notifies the designated Human Resources representative of the need for family and medical leave as indicated by one of the three following events:

- When the need for leave is foreseeable, the Employee must provide TLDEF with at least thirty (30) days' notice.
- When an employee becomes aware of a need for leave less than thirty (30) days in advance, the Employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.
- When the need for leave is not foreseeable, the employee must comply with TLDEF's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. The employee should notify TLDEF as soon as the need for leave becomes apparent.

Upon receipt of the employee's request for leave with all required written statements, the HR Manager will complete and provide a written response to the request within seven business days.

3.5.5.2 Types of Leave Covered

To qualify as parental leave under this policy, paid leave must be for one of the reasons listed below:

- The birth of a child;

- The placement of a child for adoption or foster care and to care for the newly placed child

3.5.5.3 Employee Status and Benefits During Leave

TLDEF will continue to provide all existing benefits while an employee is on leave, up to a maximum of twelve (12) weeks. All relevant deductions from an employee's salary and wages will continue for the duration of leave up to a maximum of twelve (12) weeks.

TLDEF may require an employee on leave to report periodically on the employee's intent to return to work. The schedule for these status reports will be created with the employee and agreed to prior to their leave.

Paid time off will not accrue during leave. Office holidays, bereavement leave, and other types of paid leave will not be granted during the leave. Failure to return at the expiration of authorized leave will be considered just cause for termination.

3.5.5.4 Employee Status After Leave

An employee who takes parental leave will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms.

3.5.5.5 Extension

If an employee seeks to extend their parental leave, the employee may apply their sick or vacation leave towards this or take short-term disability, New York State Paid Family Leave, or Long-Term Disability. Such an extension must be submitted in writing to TLDEF prior to going on medical leave.

3.5.6 New York State Paid Family Leave

Employees are eligible for New York Paid Family Leave after twenty-six (26) consecutive weeks of full-time employment or 175 days of regular part-time employment in accordance with New York state law. The benefits are calculated as a percentage of an employee's salary up to a maximum each week, as specified by law, for up to twelve (12) weeks. The maximum benefit for 2023 is 67% of the employee's average weekly wage, up to a cap of \$1,688.19.

New York Paid Family Leave may be taken to:

- Bond with a newly born, adopted, or fostered child,
- Care for a close relative with a serious health condition, or
- Assist with family situations when a family member is deployed abroad on active military service.

Paid Family Leave may also be available for use in situations when an employee or their minor dependent child are under an order of quarantine or isolation due to COVID-19.

New York Paid Family Leave may not be taken at the same time as TLDEF's Medical Leave, TLDEF's Parental Leave, or Short-Term Disability Leave but access to these additional leaves or the employee's accrued vacation and/or sick leave may be done consecutively. Additionally, employees may use their accrued vacation and/or sick leave to supplement the NYSPFL's 67% salary benefit to bring the salary level up to 100% for the duration of the leave.

3.5.6.1 Other Mandatory Leaves

For staff covered by mandated leaves in other states, TLDEF intends to follow all local, state, and federal requirements. If not prohibited by law, leaves in other jurisdictions besides New York State will be permitted to run consecutively to Parental Leave. Generally, leaves may not be taken at the same time as TLDEF's Medical Leave, TLDEF's Parental Leave, or short-term disability leave but access to these additional leaves or the employee's accrued vacation and/or sick leave may be done consecutively.

3.5.7 Disability

3.5.7.1 Short Term

Employees are eligible for statutory short-term disability insurance under New York State law after four consecutive weeks of full-time employment or twenty-five (25) days of regular part-time employment in accordance with New York State law. The benefits are calculated as a percentage of an employee's salary up to a maximum each week, as specified by law, for up to twenty-six (26) weeks.

Short-term disability may not be taken at the same time as TLDEF's Medical Leave or New York Paid Family Leave but access to these additional leaves or the employee's accrued vacation and/or sick leave may be done consecutively.

3.5.7.2 Long Term Disability

All active employees who work at least thirty (30) hours per week are eligible to receive Long Term Disability (LTD) coverage at 60% of basic monthly salary, not to exceed \$7,500 and subject to the terms of the insurance policy. LTD coverage for mental health shall be applied in the same way as for other injuries or illness. The Employer will continue to provide health insurance at no increased cost to the employee during any period of LTD. An employee who is cleared from LTD will be granted their same position, or, where that position no longer exists, a

substantially similar position, upon return. Employees will be eligible for LTD after an elimination period of ninety (90) days.

Long-term disability may not be taken at the same time as TLDEF's Medical Leave or New York Paid Family Leave but access to these additional leaves or the employee's accrued vacation and/or sick leave may be done consecutively.

3.5.8 Sabbatical

Every five (5) years, employees may take a three-month paid sabbatical. TLDEF will continue to provide all existing benefits while an employee is on sabbatical. The employee will not accrue paid time off while they are on leave. Upon their return from sabbatical leave, an employee will be paid at the then-current salary level at which they were last employed prior to their leave. Employees may use accrued vacation to extend the sabbatical by submitting a request to the HR Manager before their sabbatical begins.

In order to ensure proper work coverage, a request for a sabbatical leave must be made at least six (6) months prior to the proposed start date.

3.5.9 Other Leaves

The Employer may, in consultation with the Union in regard to criteria and principles, extend or grant leaves for purposes other than those set forth above.

3.5.10 Jury Duty

Employees will receive paid leave for the duration of jury service so long as the employee gives TLDEF prior notice in writing. Employees shall provide TLDEF with proof of jury duty from the court verifying dates of service. Employees shall not attempt to receive or accept any financial compensation from the court that is in addition to TLDEF's paid leave for jury duty.

3.5.11 Election Day

Employees shall receive up to a (½) half day of paid leave to vote. Employees shall inform the head of their Department at least one (1) week in advance of an election.

3.6 Job Security

3.6.1 Layoffs

If economic retrenchment becomes necessary, the Employer will work closely with the Union to ensure job security of every employee then on staff, develop a plan to avoid layoffs, and discuss alternatives to layoffs.

In the event of economic difficulties, TLDEF will make best efforts to avoid layoffs. Where reduction of workforce appears necessary, Management will provide notice of 30 days in advance of the implementation date, or whenever the Employer knows, whichever is greater.

The decision of the TLDEF with respect to the number of employees from each classification and which classifications will be retained or laid off shall be in the employer's discretion, based on the programmatic or operational needs of the organization in order to reach the total dollar figure which is being cut due to economic retrenchment. If a reduction in force is due solely to necessary cost savings, TLDEF will notify the Union and give the Union the opportunity to propose alternative cost savings to mitigate the number of dismissals. The ultimate decision, however, rests with TLDEF.

TLDEF at its sole discretion shall determine the activities, operations, or duties to be discontinued or curtailed and the number and classification of employees to be laid off because of lack of work, economic reasons, operational changes, or change in programmatic priorities. Where the Employer seeks to lay off any Bargaining Unit employee due to business decisions that are not based on economic difficulties – such as programmatic priorities and strategy, organizational structure, or operational needs – the Employer will give the Union no less than sixty (60) days' advance notice of its intentions.

Where notice of retrenchment has been given for any reason, TLDEF will implement a hiring freeze in all positions for which employees subject to lay-off are qualified.

3.6.2 Transfer

Where vacant bargaining unit positions exist, employees subject to layoff have the right to transfer to such vacant positions, if they are appropriately qualified for those positions. The Employer will offer transfers to employees in order of seniority.

3.6.3 Definition of Vacancy

During economic retrenchment, the Employer must make available to employees threatened with layoff all vacancies that are, or will become, available within a reasonable time because of known resignations, normal attrition patterns, or discharges for cause. Such positions will be made available no later than the time that the position would normally be filled. Acceptance of a job offer by an outside applicant will not constitute filling of the position if the applicant has not yet commenced employment.

3.6.4 Implementation

Where there are sufficient vacancies to place all of those subject to layoff, volunteers will be transferred first. The Union and Management will create a transfer list that incorporates

affirmative action concerns. Where there are insufficient vacancies, transfers will be offered on the basis of seniority calculated in terms of continuous and unbroken bargaining unit membership. If transfers must be made by choosing from among those within the same seniority, TLDEF will determine the order of transfer based on most appropriate fit for the role, including equity considerations. Employees who refuse transfer will be deemed terminated because of economic retrenchment in their practice.

3.6.5 Layoff

If the number of vacancies is insufficient, layoff will be imposed first on the least senior employee, as defined above.

3.6.6 Severance

Employees who are laid off will receive two pay periods of pay and one (1) additional month of employer paid insurance (health, dental, and vision) after the layoff.

3.6.7 Recall

Employees transferred or terminated under this provision have recall rights to appropriate vacancies for twelve (12) months from the date of transfer or termination. Recall will be issued in order of seniority.

3.7 Health and Safety

TLDEF will provide employees with an office environment that is safe and conducive to good health. It also has the goal of providing offices that are clean, in good repair, and secure, and will continue efforts to improve the condition of offices in which its employees work. TLDEF will promptly clear the workplace if, due to any circumstance, it is or becomes unhealthy or unsafe, and will rectify the problem prior to reoccupation. TLDEF will not require employees to enter off-site locations with conditions that are harmful, injurious, or do not comply with all applicable safety codes and regulations, unless required for client representation.

If an employee, with no reasonable alternative, refuses in good faith to expose themselves to any dangerous condition, they are protected against discipline and discrimination. The condition causing the employee's apprehension of death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger through resort to regular statutory enforcement channels. In addition, in such circumstances, the employee, where possible, must also have sought from TLDEF, and been unable to obtain, a correction of the dangerous condition.

3.8 Information to be Furnished Monthly

TLDEF will notify the Union on a monthly basis of all new hires, terminations, resignations, retirements, and deaths of bargaining unit members. TLDEF also will provide notification to the Union of promotions of bargaining unit members within and outside of the bargaining unit, or demotions of staff which make the staff person bargaining unit eligible. When applicable, the following information will be provided:

- a) Employee name, pay increase or decrease, new salary, and effective date.
- b) Changes in department, job title, and effective date.

3.8.1 Personnel Files

Employees will have access to their personnel records. Employer will not disclose personnel records to third parties without consent.

3.9 CLEs

TLDEF will provide Continuing Legal Education (CLE) for employees to satisfy their CLE requirements to maintain their legal licenses.

3.10 Job Description

TLDEF will develop job descriptions. Any new job descriptions for bargaining unit positions and updates to existing bargaining unit job descriptions will be provided to the Union along with the information in *3.8 Information to be Furnished Monthly*. This provision will not be utilized to avoid the requirement of specialist pay as per *3.10.1 Specialist Work*.

3.10.1 Specialist Work

Where TLDEF would like an employee to take on a significant project outside the scope of their job description, TLDEF and the Union will discuss if the project qualifies for specialist pay. Projects must be identified and agreed upon by the employee and their supervisor, and considerations for specialist pay must include the length of the project, its scope, and the expected percentage of weekly hours that shall be spent on the project. Where TLDEF and the Union agree that the project qualifies as specialist work, an employee will receive a specialist pay difference of \$1,500 on top of their salary during the duration of the project.

Any employee who is required to regularly speak multiple languages as part of their work will qualify for specialist pay. This requirement must be detailed in their job description.

3.10.2 Deep Work Weeks

With supervisor approval, employees who have a project that requires time and focus may work for up to 15 days annually while putting an out-of-office message on email, declining all non-mandatory meetings and court proceedings, and only responding to the most urgent

messages, while working ordinary hours focused on the project or projects. Employees must alert others on staff and their team to the start and anticipated end date in order to best protect their time and set clear expectations.

3.11 Free Speech

No employee shall be disciplined, discharged, punitively relieved from assignments, or face adverse consequences by TLDEF solely for their expression of personal religious, political, social, or economic beliefs.

3.11.1 Honoraria

TLDEF employees are entitled to retain any honoraria or stipends received for speaking engagements and publications, provided that such activities do not directly relate to the employee's position, job responsibilities, and employment at TLDEF. Honoraria or stipends received for speaking engagements and publications solely based on an employee's work at TLDEF and solicited via their TLDEF email should be directed to the Finance and Operations Department.

3.11.2 Protests

No employee shall be required to inform TLDEF in advance of their plans to attend a protest, demonstration, or other political event outside of work hours. Employees are prohibited from attending such events as a representative of TLDEF unless approved by Management.

3.12 Professional Development

3.12.1 Reimbursement

TLDEF will provide professional development reimbursement, in accordance with the criteria and provisions set forth below, for approved materials, events, and activities directly related to an employee's current TLDEF position or their professional development at TLDEF. This professional development reimbursement is treated separately from employee attendance at conferences as a core part of their work duties — such as through influencing the bar, corporations, etc.

- Reimbursement is available only for professional development undertaken after an employee has completed their probationary period;
- Full-time employees who have been employed at TLDEF for less than three (3) years are eligible for an annual reimbursement of up to \$250, and part-time employees who have been employed at TLDEF for less than two (2) years are eligible for an annual reimbursement of up to \$100;
- Full-time employees who have been employed at TLDEF for three (3) years or more are eligible for an annual reimbursement of up to \$500, and part-time employees who

- have been employed at TLDEF for two (2) years or more are eligible for an annual reimbursement of up to \$200; and
- Full-time employees who have been employed at TLDEF for five (5) years or more are eligible for an annual reimbursement of up to \$750, and part-time employees who have been employed at TLDEF for three (3) years or more are eligible for an annual reimbursement of up to \$300.

3.12.2 Process for Reimbursement

The Employee must submit a written request and any relevant information or materials about the professional development opportunity to the head of their department for approval at least thirty (30) days in advance of the proposed professional development opportunity. Upon written approval by the Employee's head of their Department, the Employee must provide adequate documentation of the professional development opportunity, including all receipts, to TLDEF. Upon successful receipt of all required documentation, TLDEF will process an employee's paid reimbursement for approved professional development by the next payroll cycle.

3.12.3 No Balance Carryover

No carryover of any unused reimbursement amounts will be granted in any given year.

3.13 Expenses

TLDEF shall pay all expenses incurred by an employee in the service of TLDEF.

3.13.1 Internet

Where an employee works from home more than three (3) days per week, employees shall receive up to \$50 a month towards the cost of their home Wi-Fi.

3.13.2 No Fault

Employees who experience issues with TLDEF technology including but not limited to, damage of the item, are not responsible for recovery or payment of the item, unless the damage has occurred due to gross misconduct (e.g., deliberate destruction).

3.13.3 Summer Stipend

Where an employee works from home more than three (3) days per week, employees will receive \$100 per month in June, July, and August to subsidize cooling costs.

ARTICLE 4

4.1 Supervisors

Supervisors are accountable to TLDEF Management for effective, constructive oversight of employees, and the general work of the organization. TLDEF Supervisors' responsibilities include availability for consultation with employees.

4.2 Labor-Management Committee

The Parties shall establish a standing Labor-Management Committee ("LMC") composed of up to two (2) representatives designated by each party. The LMC is intended as an ongoing communication forum, operating by consensus, that can help maintain constructive labor-management relations and enhance the effectiveness of employees and management in working together. The LMC will meet on a regular basis on a schedule agreed to by the Parties (but no less than quarterly unless both Parties agree otherwise). The Committee may study, discuss, and make recommendations on topics and issues of mutual interest that may be referred by the Parties, including but not limited to policies addressing diversity, equity, and inclusion (DEI), workload, telecommuting, and other issues. The Committee may, by mutual agreement, establish working subcommittees.

The LMC shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or supplement this Agreement or any provision thereof. The LMC may not address matters that are pending under the grievance and arbitration provisions of this Agreement. No change in the telecommuting policy currently in place will occur without the agreement of the Union and TLDEF.

4.3 Diversity, Equity, and Inclusion

4.3.1 Training

TLDEF will provide a mandatory annual anti-bias training to all employees and supervisory staff to be determined by the Labor-Management Committee.

4.3.2 Recruitment

The Labor-Management Committee will develop a set of recommendations focused on diversity, equity, and inclusion (DEI) as it pertains to recruitment.

4.4 Training

All employees are entitled to a training period for all assignments and tasks that are new to them.

4.5 Conflicts Disclosure

Employees shall disclose any potential or actual conflicts, as defined in TLDEF's Conflicts Disclosure form, at the following points:

- At the time the need for disclosure arises
- For new employees in the first thirty (30) days of employment and
- On an annual basis when all employees must complete and submit the Conflicts Disclosure form.

If a material conflict is either disclosed by the employee or identified by TLDEF, the Employee upon notice from TLDEF shall promptly withdraw or rescind their participation from said conflict. No employee shall omit, withhold, or conceal a conflict for the purpose of personal or professional gain.

4.6 Moonlighting

4.6.1 Private Practice

While employed by TLDEF, an attorney shall maintain no compensated private practice of law whatsoever, and no uncompensated private practice that would create a conflict under the *New York Rules of Professional Conduct*.

Where an attorney would like to engage in *pro bono* representation of a client outside of their TLDEF work, they will inform TLDEF for the purpose of conflict checking. TLDEF attorneys engaging in such private practice will not use any TLDEF resources (such as computers, software, etc.); will not work on TLDEF time; and will obtain from their client a signed acknowledgement that TLDEF isn't involved in their representation.

4.6.2 Consulting

While employed by TLDEF, an employee shall maintain no kind of compensated consulting firm, business, or independent contractor engagement on TLDEF time, using TLDEF resources, or where it would create a conflict under the *New York Rules of Professional Conduct*.

4.6.3 Gifts

No employee may accept gifts or gratuities from any TLDEF legal client, program participant, donor, funder, *pro bono* counsel, organizational partner, or any other kind of external TLDEF stakeholder other than token gifts with a fair market value of less than \$25, which must be disclosed immediately to the Executive Director. No cash may be accepted in any amount.

4.6.4 Nonprofit Board Service

All employees who either serve or are approached to serve on a non-profit Board of Directors or in a similar fiduciary capacity shall disclose that fact to the head of their department under the annual *Conflicts Disclosure* policy.

4.6.5 Government Appointments and Running for Elected Office

All employees who are or may be appointed to any kind of government Board or similar public-sector body shall disclose that fact to TLDEF. All employees who either currently hold elected office or are considering candidacy or campaigning for elected office shall immediately disclose that fact to the head of their Department. Any employee who pursues public service as described in this section understands they are subject to comply with the following set of rules:

- The candidacy, campaign, or officeholder activity will be conducted outside of TLDEF's office and either on vacation time, unpaid leave, or during non-work hours;
- The candidacy, campaign, or officeholder activity will not reduce the routine level of work required by the TLDEF job;
- An employee will use only their personal desktop, laptop, tablet, phone, and email address for all their candidacy-, campaign-, or officeholder- related communications and activity;
- An employee shall not access or use, or attempt to access or use, TLDEF information (i.e., files, records, contact lists, donor/funder lists, or any other kind of document), equipment, software, supplies, postage, or other resources to benefit their candidacy, campaign, or officeholder work;
- An employee shall not directly solicit or attempt to directly solicit TLDEF employees, TLDEF Board members, legal clients, program participants, donors, funders, *pro bono* partners, organizational partners, or any other TLDEF stakeholder for assistance or support related to their candidacy, campaign, or officeholder duties. Direct solicitation may include but is not limited to in-person, phone, or virtual conversations, physical or electronic mail, webinars or other kinds of virtual gatherings, and social media engagement among other types of solicitation. An employee shall not approach or ask another TLDEF employee to serve as their proxy for any kind of solicitation activities whatsoever;
- An employee shall not be eligible for any TLDEF expense reimbursement to conduct or participate in their candidacy, campaign, or officeholder work; and
- An employee shall abide by all legal or ethical rules pertinent to their candidacy, campaign, or officeholder work.

4.6.5.1 Absences for Public Service Activities

If an employee's candidacy, campaign, or officeholder activities reach a level where it reduces their routine level of work at TLDEF and/or the employee is unable to make up the work in a reasonable time, the employee shall request a leave of absence from the head of their department. An employee may request either use of accrued vacation time or an unpaid leave of absence so long as it does not exceed more than forty-five (45) days throughout the duration of their candidacy,

campaign, or officeholding activities in a calendar year. An employee while on approved unpaid leave will not be eligible for retirement benefits and will not accrue vacation, sick, or other types of applicable leave throughout the duration of their unpaid leave. If an employee does not return from their vacation or unpaid leave at the designated date, TLDEF will assume the employee has voluntarily abandoned their job and their employment will be terminated.


Signature Page

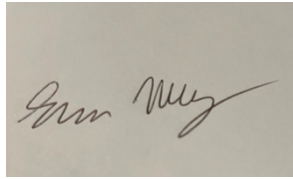
For the Union:



Lisa Ohta, President

April 4, 2023





For TLDEF:



Andrea "Andy" Hong

Executive Director

04 / 05 / 2023

Memorandum of Understanding

The Association of Legal Aid Attorneys – UAW Local 2325 (“ALAA”) and Transgender Legal Defense and Education Fund (“TLDEF”) hereby agree to the following contract modification which shall modify the existing collective bargaining agreement. The modifications shall only apply to those terms expressly provided for in this memorandum and all other provisions of the Collective Bargaining Agreement shall remain in place and in full effect. No other provision of the CBA shall be modified in any way by this memorandum.

Section 2.5.1 of the Collective Bargaining Agreement shall be replaced by the following text (changes in bold):

2.5.1 Flexible Hours

Exempt employees who work additional hours outside of forty (40) hours per week, may adjust their schedule accordingly to come in late, leave early, or take a day off provided they are meeting their institutional assignments and client responsibilities. For the purposes of work continuity and planning, any requested changes to an agreed upon schedule must be made to the supervisor with as much advance notice as possible. Where an exempt employee works for more than four (4) hours after 6:00PM or performs work on a weekend **or holiday** they will earn one comp day.

For ALAA:



Lisa Ohta, President
August 2, 2023

For TLDEF:



Andrea "Andy" Hon
Executive Director

08 / 07 / 2023